# MAHANAGAR TELEPHONE NIGAM LIMITED

## OFFICE OF THE GENERAL MANAGER (TRANSMISSION)

## KIDWAI BHAWAN, NEW DELHI-110001

**T. E. No: Sr. Manager (TX-MM)/O.F. Cable Laying /2020-21/8**

**E-TENDER FOR**

APPOINTMENT OF CONTRACTORS FOR O.F. CABLE LAYING
BY
OPEN TRENCH, TRENCH LESS, ROCKY TRENCH LESS,
PULLING OF O.F. CABLE THROUGH DUCT, FITTING AND CLAMPING OF
O.F. CABLE & other ALLIED WORKS FOR O.F. CABLE.

**Price Rs.4,720/-per set**
**(Rs.4,000/- + 18% GST)**

# MAHANAGAR TELEPHONE NIGAM LIMITED, DELHI

Ref. : Tender Enquiry No. DGM (TX-MM)/O F cable Laying /2020-21/8 for the "appointment of Contractors for O.F. Cable Laying by open Trench, Trench less, Rocky trenchless, Pulling of O.F. Cable through Duct, Fitting and Clamping of O.F. Cable & other Allied Works for O.F. Cable in MTNL Delhi" as per scope defined in section V (SoR ) in this document.

Dear Sir,

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

## 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 | **11-26** |
| **4.** | General (Commercial) conditions of contract | III | **27-36** |
| **5.** | Special conditions of contract | IV | **37-50** |
| **6.** | Schedule of requirements | V | **51** |
| **7.** | Specification for O.F. Cable Laying by Trenching , Trench less, Rocky Trench less, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable, Allied works for O.F. cable | VI | **52-63** |
| **8.** | Schedule of base rates | Annexure-I | **64-68** |
| **9.** | Brief Description of items of Base Rates | Annexure-II | **69-73** |
| | **Part A: Techno-Commercial Bid** | | **74** |
| **10.** | Form 'A' , Information to be given by bidders (Part-I & Part-II) | VII | **75-76** |
| **11.** | Bid Security Performa | VIII | **77-78** |
| **12.** | Letter of Authorization for Attending Bid Opening | IX | **79** |
| **13.** | Clause-by-Clause compliance and declaration of deviation | Annexure-B | **80** |
| **14.** | Close Relative Declaration | Annexure-C | **81** |
| **15.** | Declaration regarding black listing/ debarred. | Annexure-D | **82** |
| **16.** | Undertaking regarding similar services during valid period of contract | Annexure-E | **83** |
| **17.** | Undertaking regarding Resources/ Manpower | Annexure-F | **84** |
| **18.** | Un-priced Financial Bid | Annexure-G | **85-86** |
| **19** | Undertaking regarding TSP/ISP | Annexure H | **87** |

| | | | |
|---|---|---|---|
| | **Part B: Financial Bid** | | **88** |
| **19.** | Bid Form and Performa for Bidder's Quotation | X | **89-91** |
| **20.** | Electronic Clearing Service (Model mandate Form) | Annexure-III | **92** |
| | **Part C: Documents to be submitted at the time of award of work.** | | **93** |
| **21.** | Performa for Performance Bank Guarantee (Part-I) and Store Security Bank Guarantee (Part-II) | XI | **94-97** |
| **22.** | Agreement Performa (Part-I & II) | XII | **98-114** |
| | **Part-D: Rules and regulations for the contractors** | | **115** |
| **23.** | Road Maintenance and inter utility code of conduct | Annexure-1 | **116-120** |
| **24.** | Safety Code | Annexure-2 | **121-124** |
| **26.** | Contractor's labour regulations | Annexure-3 | **125-129** |
| **27.** | MOU for Integrity Pact | XIII | **130-133** |
| **29.** | Performa of Indemnity Bond | XIV | **134** |
| **30.** | Guidelines of MTNL on Banning of Business Dealings | PART-G | **135-139** |
| **31.** | Special Instructions to Bidders for e-Tendering | PART-H | **140-141** |


The tender shall be submitted through e-tendering system on website **https://eprocure.gov.in/.** Your offer complete in all respect as per enclosed documents must be submitted latest by **schedule date & time of submission of bid.**

*"Bidders are advised to familiarize themselves adequately with* e-tendering system on website https://eprocure.gov.in*, 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 of Contract" & "Technical Specifications" will supersede the Instruction to Bidders and General (Commercial) Conditions, wherever there is a conflict.**

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission tendering System through its web site https://eprocure.gov.in/. The EOIs/Tenders of various Departments have been uploaded, their bids submitted and the same have been opened on line. Bids for various EOIs/Tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidders can enroll themselves on the website http://eprocure.gov.in using the option "Click here to Enroll".

This enrollment is free at this point of time. Possession of a **Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token** in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site http://eprocure.gov.in under the link **"Information about DSC".** The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

Contractors can also attend the **training/familiarization programme** on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

**Advantages of E-Tendering System**

The bidders will be able to watch the status of the EOIs / tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail. For the bidders who have registered themselves on the website through the "**Stay Updated**" option, information of all the EOIs / tenders for which they are interested to participate will be sent by E-Mail.

Please note that all the departments of GOVERNMENT OF INDIA through E-PROCUREMENT SYSTEM are gradually switching over to e-tendering system in a phased manner. All the EOIs/Tenders in future will be issued only through the e-tendering system and only registered contractors will be allowed to participate in the tendering process.

Tender bids shall be opened online on the scheduled date & time of opening. The authorized representatives of the bidders may attend the bids opening either online or at MTNL premises, personally along with letter of authorization for attending bid opening at following address mentioned below: Thanking you,

Yours faithfully,
DGM (TX-MM)
Room No 355, Kidwai Bhawan
Janpath, New Delhi-110001

Encl: Bid documents.

**Annexure-A**

**Check List**

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

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

**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.**

| SNo | Check Item | Yes/ No |
|---|---|---|
| 1. | Certificate of incorporation as per clause no. 10.1(I) of Section-II. | |
| 2. | Articles or Memorandum of Association or partnership deed or proprietorship deed as the case may be as per clause no.10.1 (II) of Section-II | |
| 3. | Consortium MOU (if applicable) as per clause 2(I)b section II | |
| 4. | Latest and valid NSIC certificate/ MSME Registration certificate as per clause 10.1(III) of Section-II | |
| 5. | Scanned copy of Cost of tender document in the form of DD/BG or copy of NSIC Certificate / MSME Registration Certificate for tendered item as per Clause 7, Section-I | |
| 6. | Scanned copy of EMD/Bid Security in the form of DD/BG or NSIC/MSE Certificate for tendered item as per Clause 12, Section-II | |
| 7. | General POA in favour of authorized signatory should be as required under clause 10.1(V) of Section-II.(duly notarized) | |
| 8. | Ownership or valid lease documents for at least one HDD machine as per clause 2(I) c of section II | |
| 9. | Ownership or valid lease documents for GPRS machine as per clause 2(I) d section II | |
| 10. | Documentary proof of experience in form of (i) work orders & (ii) satisfactory performance certificate from user has been attached with bid as per clause No. 2(II) of Section-II | |
| 11. | Average annual turnover of any of three audited financial years i.e., 2016-17 2017-18 2018-19 and 2019-20. Proof regarding This shall be supported by<br>i) Copy of I.T.R filed for claimed three financial years<br>ii) Copy of duly Certified/ Audited Balance Sheet for any three financial years<br>iii) Copy of duly Certified/ Audited Profit & Loss account or Annual Report for any three financial years indicating the required turnover as per clause No. 2(III) of Section-II | |
| 12. | Scanned copy of Valid PAN No. | |

| | | |
|---|---|---|
| 13. | 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 (XVII) a of Section-II. | |
| 14. | 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. | |
| 15. | The bidder must be registered with EPF & ESI & certified copies / latest challan in this regard have been submitted with bid as per clause No. 10.1(XV) of Section-II | |
| 16. | 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(X) (a),Section-II | |
| 17. | 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(X)(b), Section-II | |
| 18. | 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 (XI), Section-II | |
| 19. | **An undertaking to submit the copy of Insurance policy to DGM (TX-MM)** within one week of Signing of Agreement along with the copy of receipt of premium payment. | |
| 20. | Undertaking regarding TSP/ISP as per clause –10.1 (XIII), Section-II as per **Annexure H** | |
| 21. | Undertaking regarding similar services during valid period of contract as per clause 10.1 (XIV), Section-II as per **Annexure E** | |
| 22. | 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** required as per clause 10.1 (XVIII) a | |
| 23. | Relationship Certificate (as per format in **Annexure-C**) 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 | |
| 24. | 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 required as per clause 10.1(XXII) | |
| 25. | Declaration regarding any deviation/ Compliance (clause by clause) certificate is submitted as per **Annexure B** | |
| 26. | ECS mandate form as per format given in Annexure-III along with copy of cancelled cheque has been submitted | |
| 27. | Documentary evidence about technical and production capability necessary to perform the contract as per clause 10.2 (i) of section II (See **Form-A** Section VII) | |

| | | |
|---|---|---|
| 28. | Un-priced financial bid as per (**Annexure-G**) | |
| 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 **Annexure-F** has been submitted | |
| 30. | EMD is valid for 180 days from date of opening of tender.(Yes/No) | |
| 31. | Undertaking that Price schedule is filled as per format at Section X in financial bid. | |
| 32. | Integrity pact as per Section -XIII. In case of partnership firm or consortium, this agreement must be signed by all partners and consortium members of the company required as per clause 10.1 (XX) | |
| 33. | Indemnity Bond on Rs. 100/- STAMPED PAPER as per section-XIV ( Duly Notarized) | |
| 34. | Approval from Reserve Bank of India/SIA in case of foreign collaboration (if applicable) | |
| 35 | Information regarding local address along with Mobile telephone number & landline telephone number/ email/FAX number (Delhi and/or satellite towns' viz. Gurugram, Noida, Faridabad & Ghaziabad) with necessary infrastructure to execute the works as per Section-VI | |
| 36. | Three specimen signatures duly attested & latest photo of person authorized to sign, execute and act in respect of the bid on behalf of the bidder as per clause 10.1 (IV) | |
| 37. | Any other document. | |

(*Strike out whichever is not applicable)

**Note: The bidder is requested to submit the following documents in offline mode to the under mentioned address before the scheduled date & time of Public Online Tender Opening Event in a Sealed Envelope:**

Contact Persons Designation: DGM (TX-MM)

Address: Room No. 355, 3rd Floor, Kidwai Bhawan
MTNL, Janpath New Delhi-110001
Ph: 011-23311121.

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

1. DD/Pay order of **Rs. 4,720**/- drawn in favour of Account Officer (Cash) Planning MTNL, New Delhi, payable at New Delhi against payment of tender fee/ Copy of valid NSIC/MSE Certificate (If applicable).
2. Original copy of the Bid Security in the form of a Bank Guarantee/Demand Draft/NSIC or MSE certificate for tendered items from Appropriate Authority for claiming exemption from submission of bank guarantee against bid security in accordance with the details mentioned in tender document.
3. General Power of Attorney (duly notarized) in favour of Authorized Signatory.
4. Signed copy of "**Integrity Pact**" as per format given in Section-XIII of tender document.
5. Indemnity Bond on Rs. 100/- Stamp Paper as per section-XIV (Duly Notarized).

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

**SECTION-I**

**NOTICE INVITING TENDER**

1. On behalf of Executive Director, MTNL, New Delhi **On-line tender are invited in two parts (Part A – techno-Commercial bid & Part B – Financial bid)** for "appointment of Contractors for O.F. Cable Laying by open Trench, Trench less, Rocky trenchless, Pulling of O.F. Cable through Duct, Fitting and Clamping of O.F. Cable & other Allied Works for O.F. Cable in MTNL Delhi" as per specifications specified in Section-VI in this document except to those which are blacklisted, banned or debarred from participation during the currency of such punitive measures.

2. **Description of Work:** Laying of O.F. cables by Open Trench, Trenchless, Rocky Trenchless, Pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable & other Allied works for O.F. cable in MTNL Delhi as per details given below:

| Sl. No. | Name of the work | Tentative Qty of work | Approximate Cost of Work (Excluding GST) (Rs.) |
|---|---|---|---|
| 1. | O.F. Cable Laying by Trenchless | 220 Km. | 7,79,72,500/- |
| 2. | O.F. Cable Laying by Rocky Trenchless | 05 Km. | |
| 3. | O.F. Cable Laying by Open Trench | 15 Km. | |
| 4. | O.F. Cable Laying by Open Trench Rocky | 15 Km. | |
| 5. | O.F. Cable Laying through Duct | 05 Km. | |
| 6. | Fitting/ Clamping of O.F. Cable | 100 Km. | |
| 7. | Other Miscellaneous Allied works e. g. Laying Jointing of G.I. Pipe, Supply and placing of Hume Pipe/RCC pipes, End capping & coupling of HDPE Pipe, Construction of Conical Pre-fabricated RCC Chamber, and Providing C.C. on culverts. | | 9230805/- |
| | | Total | 8,72,03,305/- |
| | | GST@18% | 1,56,96,594.9 |
| | | **TOTAL** | 10,28,99,900/- |

3. Last date & time of submission of Bid : Scheduled date & time.
4. Due date & time of opening of Bids : Scheduled date & time.
5. Tender document fee : Rs.4,720/- only (including GST @18%)
6. The bidder shall furnish the Bid Security for an amount of **Rs. 20,58,000/-(Rupees Twenty Lakh Fifty Eight Thousand Only)** in one of the following manner.

   a) Demand Draft/ Banker's cheque in favour of Account Officer (Cash) Planning, MTNL, New Delhi and drawn on any scheduled bank.

   b) Bank Guarantee in the format given in Section-VIII of the tender document in favour of Account Officer (Cash) Planning, MTNL, New Delhi from any scheduled bank, and valid for 180 days from the tender opening date. Bank details of the beneficiary are as below:

   Bank & Branch: Indian Overseas Bank, Janpath Branch, F-47, Malhotra Buildings, New Delhi - 110001.

   IFSC Code : IOBA0000065.

**Bid security in the form of Demand Draft or Bank Guarantee or copy of valid NSIC/ MSE Registration certificate for tendered items shall be submitted before the scheduled date and time of opening of the bids to DGM (TX-MM), Room No. 355. Kidwai Bhawan, New Delhi-110001 without which the bid shall be rejected summarily, pursuant to Clause 30(i) & (ix) Section II of tender document.**

**A scanned copy of the bid security in the form of Bank Guarantee or Demand Draft/valid NSIC/MSE Registration certificate for the tendered items shall be uploaded along with Techno-Commercial bid.**

The SSI units registered with NSIC may be given exemption from payment of Bid Security to the extent of their approved 'monetary limit'. The bidders (Small Scale units) who are registered with National Small Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", "WITHOUT LIMIT" or 'MORE THAN Rs. 50 Lakhs", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty 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 of Section-II of tender document.

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 alongwith the bid.

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

7. 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 e-tendering system on website **https://eprocure.gov.in/**.The cost of tender document is to be paid **off-line** in the shape of Demand Draft/ Pay order of Rs.4,720/- (Rupees Four Thousand Seven Hundred and Twenty) only (inclusive of GST @18%) in favour of Accounts Officer (Cash) Planning, MTNL, New Delhi before the schedule date and time of opening of the bids to DGM (TX-MM) MTNL, Room No. 355, Kidwai Bhawan, New Delhi-110001.

The tender documents shall be issued to MSEs (Micro & Small Enterprises) units/bidders registered with MSME free of cost, provided the tendered item is listed in the Registration Certificate of MSME.

**In case of SSI units registered with NSIC, if the value of procurement is more than their monetary limit, they are not entitled to free tender document.**

The scanned copy of the Demand Draft/Pay Order for Tender Document Fee or valid NSIC /MSE Registration certificate for tendered items shall be enclosed by the bidder in its bid and Demand Draft or valid NSIC/MSE Registration certificate for tendered items shall be submitted to DGM (TX-MM) MTNL, Room No. 355, Kidwai Bhawan, New Delhi-110001, before scheduled date and time of opening of the bids **without which, the bid shall be rejected summarily, pursuant to Clause 30(viii) & (ix) Section II of tender document**.

**8. 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.**

**9.** Any clarification to the tender document can be sought using e-tendering system on website **https://eprocure.gov.in**.

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

**11.** 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 along with forfeiture of EMD/ Bid Security.

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

**13.** The firm shall give e-mail address in addition to Telephone Numbers and address for Correspondence for inclusion in the contract.

**14.** The tender is covered under the Integrity Pact Programme. The bidders participating in the tender shall sign an MOU with the purchaser as per the MOU document given in Section-XIII of the tender document. The bidders can send their grievances to the Independent External Monitors on their e-mail or through the nodal officer on the following address:

Sr. Manager (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

**15.** As per CVC's guidelines/notification Dated 13.01.2017, the contractor 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.

DGM (TX-MM)
Room No 355, Kidwai Bhawan
Janpath, New Delhi-110001
Telephone 23311121, 23324133
Email ID: detxmm@bol.net.in

**Section-II**

## INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

**1.**(i) **DEFINITIONS:**

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

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

(c) "The Supplier "or "the Contractor" means the successful Bidder(s) (individual or firm or consortium) supplying the goods/providing services under the contract.

(d) "The Goods" means all the equipment, machinery, and/or other materials, which the supplier is required to supply/provide to the purchaser under the contract.

(e) "The Purchase Order" (P.O.) means the order placed by the Purchaser, after the acceptance of LOI by the supplier, duly signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein .The P.O. along with LOI and bid documents constitutes the contract.

(f) "The Contract Price" means the price payable to the Supplier/Contractor under the purchase order for the full and proper performance of its contractual obligations.

(g) The "Letter of Intent" (LOI) means the intention of purchaser to place the purchase order on the supplier/ contractor.

(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) "NIGAM" means MTNL i.e. Mahanagar Telephone Nigam Limited, having its registered office at 5th Floor, Mahanagar Door Sanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi-110003 or other administrative offices authorized to deal on his behalf posted in any of the offices of MTNL and shall include MTNL's successors and assignees.

(j) "C.M.D" shall mean the Chairman cum Managing Director of M.T.N.L.

(k) "ED" shall mean the Executive Director of M.T.N.L. Delhi.

(l) "Engineer in Chief." shall mean any officer designated by MTNL Delhi.

(m) "G.M. (Trans)" shall mean the General Manager (Transmission), MTNL Delhi.

(n) "Performance Guarantee/ Performance Security / Security deposit" shall mean guarantee from any of the Nationalized/ Scheduled Bank, for the due and satisfactory performance of the contract and for safe custody of MTNL stores, which the Contractor shall submit at the time of signing contract.

(o) "Normal Time or Stipulated Time" means time specified in the work order.

(p) "Extension" means the time granted by Nigam.

(q) "LSA" means Telecom License Service Area for Fixed Service as defined by GoI.

(r) The term "Services" shall mean the performance of any of the items of work enumerated in schedule of services including such auxiliary, additional and incidental duties services and operations as may be indicated by MTNL or any person authorized on its behalf.

(s) Words, term and expressions not specifically defined herein or in tender documents shall have the same meaning assigned to them in the Indian Goods & Sales Act or the Contract Act, 1872 or the General Clauses Act, 1897 as the case may be. Head notes are for convenience purpose only and shall not affect the interpretation or construction of any provision hereof/bid documents.

(t) "Civic Authority" means the public utility agencies like South/East/North Delhi Municipal Corporation / PWD/ CPWD/ Railways/ DDA/ MES/ Traffic Police / Flood Control / NDMC/ Local Bodies / Any other agencies.

(u) The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax act, 2017 (UGST), rules and any other GST related legislations in India.

(v) For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax act, 2017 (UGST), and any other taxes levied under the GST related legislations in India, as may be applicable. MSE (Micro or Small Enterprises) means the firms registered with District Industries Centers or National Small Industries Corporation or Any other body specified by Ministry of MSME.

(w) The MSEs owned by SC/ST entrepreneurs shall mean: In case of Proprietary MSE, Proprietor(s) shall be SC/ST, In case of Partnership MSE, the SC/ST partners shall be holding at least 51 % share in the unit and In case of Private Limited Companies, at least 51 % share is held by SC/ST promoters.

(ii) **Place of Operation**: **Operational Area of MTNL, New Delhi**.

(iii) **OBJECTIVE OF THE CONTRACT**:

The Contractors shall render all or any of the service(s) given in Section-VI, Schedule of Base Rates (Annexure-I) and brief description of items of base rates (Annexure-II) as and when required and as directed from time to time by the G.M. (Trans) or any officer acting on his services and operations as may be indicated by the G.M. (Trans) or any Officer acting on his behalf and are not inconsistent with these terms and conditions.

(iv) **PARTIES TO THE CONTRACT:**

(a) The parties to the contract are the contractors and MTNL represented by any other person authorized /acting on its behalf.

(b) The person signing the tender or any documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be, in such matters pertaining to the contract including the arbitration clause. If, on enquiry, it is found that the person concerned has no such authority, MTNL may without prejudice to other civil and criminal remedies, terminate the contract and hold the signatory liable for all costs and damages as arrived by MTNL Delhi.

(c) Notices or any other action to be taken on behalf of MTNL may be taken by any officer so authorized and acting on its behalf.

**2 . ELIGIBILITY OF BIDDERS**

**The bidders should meet all the following eligibility conditions:-**

(I) The Bidder can be sole proprietorship firm, company, partnership firm, a Limited Liability Partnership (LLP) firm or a Lead bidder of consortium of maximum three other partners. The Leader of consortium is required to be declared at the time of bidding.

(a) Bidder/ Lead bidder in case of consortium should be an Indian registered company.

(b) In case of consortium, Lead bidder shall have the back to back arrangements for clear role and responsibilities with 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.

(c) The bidder must own or has valid lease for at least one HDD machine, in its name or in the name of the firm. Documentary evidence of ownership and/or photo copy of the lease agreement made on stamp paper duly attested by Notary **along with documentary evidence of ownership of the machine of the lessor shall be furnished**. The Lease should be valid for minimum 2 years. The documentary evidence of HDD machines, if already furnished against PIJF Cable laying tender, existing or under finalization in MTNL Delhi unit, shall not be considered i.e. bidder should have another HDD machines in such a case

(d) **The GPRS machine** with a capacity to detect underground utilities up to 3 (Three) meters or more shall be available with the bidder either on ownership or lease basis. Documentary evidence of ownership shall be enclosed along with the bid. In case the bidder has GPRS machine on lease basis then it will have to furnish photo copy of the lease agreement made on stamp paper duly attested by Notary **along with documentary evidence of ownership of the machine of the Lessor**. The Lease should be valid for minimum 2 years

(II) **Experience Requirement:**

This invitation of the bid is open for all reputed firms engaged in laying of Optical Fiber Cable (OFC) network with experience as follows:

(a) The bidder/ Lead bidder or consortium partner should have experiences of executing works related to laying, installation/construction of underground optical fiber cables/Network by any method in any of the Government departments/ PSUs/Private Institutions/educational institutes in any of the two financial years of the last four years i.e. 2016-17,2017-28,2018-19,2019-20.

(b) Documentary proof of experience in form of (i) work orders/ purchase order successfully completed & (ii) satisfactory performance certificate from user is to be attached with bid. Such documents are to be issued by an officer not below the rank of DGM in case of MTNL/BSNL and by project in charge or Purchase order/Work order issuing authority.

(III) The bidder/ Consortium shall have minimum annual turnover of **Rs.3,08,70,000/-(Rupees Three Crore Eight Lakh and Seventy thousand only). The annual turnover shall be arrived by average turnover of any of three audited financial years** 2016-17, 2017-18, 2018-19 and 2019-20. In case of consortium; the annual turnover of lead bidder or any of the consortium partners shall be considered. This shall be supported by copy of I.T. Returns filed for claimed three financial years along with copy of duly Certified/ Audited Balance Sheet and Profit & Loss account or Annual Report indicating the required turnover.

(IV) 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"

(V) The Bidder/Lead Bidder/Consortium Partners shall 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

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

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

(b) 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.

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

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

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

(X) The bidder/ Lead bidder 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**.

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

(XII) deleted

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

(XIV) (Delete)

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

Nodal Officer- Independent External Monitoring Cell (IEMC)
6th Floor, Mahanagar Door Sanchar Sadan
9, CGO Complex, Lodhi Road, New Delhi-110003
Tel. No. 011-24322529
Fax No. 011-24325576, E-Mail: noiemc@bol.net.in

As per CVC's guidelines/notification Dtd 13.01.2017, the contractor 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.

**3. COST OF BIDDING**

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

**B. THE BID DOCUMENT:**

**4. BID DOCUMENT:**

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 | **11-26** |
| **4.** | General (Commercial) conditions of contract | III | **27-36** |
| **5.** | Special conditions of contract | IV | **37-50** |
| **6.** | Schedule of requirements | V | **51** |
| **7.** | Specification for O.F. Cable Laying by Trenching , Trench less, Rocky Trench less, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable, Allied works for O.F. cable | VI | **52-63** |
| **8.** | Schedule of base rates | Annexure-I | **64-68** |
| **9.** | Brief Description of items of Base Rates | Annexure-II | **69-73** |
| | **Part A: Techno-Commercial Bid** | | **75** |
| **10.** | Form 'A' , Information to be given by bidders (Part-I & Part-II) | VII | **75-76** |
| **11.** | Bid Security Performa | VIII | **77-78** |
| **12.** | Letter of Authorization for Attending Bid Opening | IX | **79** |
| **13.** | Clause-by-Clause compliance and declaration of deviation | Annexure-B | **80** |
| **14.** | Close Relative Declaration | Annexure-C | **81** |
| **15.** | Declaration regarding black listing/ debarred. | Annexure-D | **82** |
| **16.** | Undertaking regarding similar services during valid period of contract | Annexure-E | **83** |

| | | | |
|---|---|---|---|
| **17.** | Undertaking regarding Resources/ Manpower | Annexure-F | **84** |
| **18.** | Un-priced Financial Bid | Annexure-G | **85-86** |
| **19** | Undertaking regarding TSP/ISP | Annexure H | **87** |
| | **Part B: Financial Bid** | | **89** |
| **19.** | Bid Form and Performa for Bidder's Quotation | X | **89-91** |
| **20.** | Electronic Clearing Service (Model mandate Form) | Annexure-III | **92** |
| | **Part C: Documents to be submitted at the time of award of work.** | | **94** |
| **21.** | Performa for Performance Bank Guarantee (Part-I) and Store Security Bank Guarantee (Part-II) | XI | **94-97** |
| **22.** | Agreement Performa (Part-I & II) | XII | **98-114** |
| | **Part-D: Rules and regulations for the contractors** | | **116** |
| **23.** | Road Maintenance and inter utility code of conduct | Annexure-1 | **116-120** |
| **24.** | Safety Code | Annexure-2 | **121-124** |
| **26.** | Contractor's labour regulations | Annexure-3 | **125-129** |
| **27.** | MOU for Integrity Pact | XIII | **130-133** |
| **29.** | Performa of Indemnity Bond | XIV | **134** |
| **30.** | Guidelines of MTNL on Banning of Business Dealings | PART-G | **135-139** |
| **31.** | Special Instructions to Bidders for e-Tendering | PART-H | **140-141** |


4.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Document. Failure to furnish, complete 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. CLARIFICATION ON BID DOCUMENTS:**

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser on-line by using e-tendering system on website **https://eprocure.gov.in/.** The Purchaser shall endeavor to respond in writing to any request for the clarification on the Bid Documents, which it receives latest within 10 days from the date of issue of NIT. However, the Purchaser reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the Purchaser to respond to any question or to provide any clarification. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be posted on e-tendering system on website **https://eprocure.gov.in/**for information of all the prospective bidders.

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

5.3 The bidders are required to keep a watch on the e-tendering system on website **https://eprocure.gov.in/**w.r.t. any amendment to the tender document or clarification to the queries raised by the bidders till a day prior to the submission of the tender. The Purchaser reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

5.4 Pre-bid conference, If required, shall be held and the minutes circulated.

**6. AMENDMENT OF BID DOCUMENTS**

6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

6.2 **The amendments, if any, shall be part of bid documents and shall be displayed on** e-tendering system on website **https://eprocure.gov.in/and these amendments will be binding on all bidders. No separate communication would be given to the prospective bidders.**

6.3 In order to give prospective bidders a reasonable time to take the amendments into account in preparing their bids or for any other reason, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

**C. PREPARATION OF BIDS.**

**7. DOCUMENTS COMPRISING THE BID:**

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

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

(i) Techno-commercial bid

(a) Documentary evidence establishing in accordance with clause 2 & 10 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.

(c) A clause-by-clause compliance of the goods/services offered as per clause 11.2

(d) A copy of Un-priced financial bid – Part-I- Bid Form as per Annexure-G.

(e) Electronic Clearing Service (Model mandate Form) as per Annexure-III.

(ii) Financial bid:

(a) "A bid form and price schedule completed in accordance with **clauses 8 and 9."**

**7.2 LANGUAGE OF THE 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 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.

**8. BID FORM:**

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

## 9. BID PRICES

9.1 The bidder shall quote the rates as **% (percentage)** excess**/less,** of the Schedule of Base Rates at Annexure-I. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.2 The contract shall remain in force for **a period of one year from the date on which first agreement is entered into**. The rates finalized shall remain firm and valid for the work order issued during this period of one year."

9.3 If there is any sudden change/reduction in the statutory levies taxes including due to introduction of new Taxes etc. during the contract period the benefit shall be passed on to the purchaser. However, in case of increase in statutory levies, taxes etc. the impact will be borne by the contractor.

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

9.5 **The bidder shall give the total composite price inclusive of, packing, forwarding, freight and insurance or any other incidental charges etc. in case of materials to be supplied except GST in case of works to be executed, excluding road cutting charges which shall be paid by MTNL. GST will be paid on work amount at applicable rates subject to the condition that the contractor submits an undertaking of depositing the received GST with the respective GST Department.**

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

**Where the contractor is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of Rate Contract. The contractor shall not levy or impose taxes under GST on invoices**

## 10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents:-

(I) Certificate of incorporation.

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

(III) Notarized MoU for consortium partner(s). If applicable , conformity to Clause 2(I) b Section II

Latest and valid NSIC Certificate/MSE registration certificate for the tendered items, if applicable, in case of NSIC/MSE registered firms

(IV) Three specimen signatures duly attested & latest photo of person authorized to sign, execute and act in respect of the bid on behalf of the bidder.

(V) **General Power of Attorney (on non judicial stamp paper of Rs 100/-)** in favour of the signatory in case of Partnership firm/ Registered company/ Proprietorship firms **duly notarized** issued by all partners in case of Partnership firm, by the Resolution of the Board given by authorized director(s) in case of company and the proprietor in case of proprietorship firm. Bidders are expected to submit sufficient relevant papers so that Purchaser can verify the changes etc. (if any).

(VI) Bid Security details and mode of submission of BID SECURITY.

(VII) The bidder/ Lead bidder or consortium partner should have experiences of executing works related to laying, installation/construction of optical fiber cable/network by any method in any of the Government departments/ PSUs/Private Institutions/educational institutes in any of the two financial years of the last four years i.e. 2016-17,2017-18,2018-19,2019-20.

Documentary proof of experience in form of (i) work orders/ purchase order successfully completed & (ii) satisfactory performance certificate from user is to be attached with bid. Such documents are to be issued by an officer not below the rank of DGM in case of MTNL/BSNL and by project in charge or Purchase order/Work order issuing authority.

(VIII) The bidder/ Consortium shall have minimum annual turnover of **Rs. 3,08,70,000/-(Rupees Three Crore Eight Lakh and Seventy Thousand only). The annual turnover shall be arrived by average turnover of any of three audited financial years** 2016-17, 2017-18,

2018-19 and 2019-20. In case of consortium; the annual turnover of Lead bidder or any of the consortium partner shall be considered. This shall be supported by copy of I.T. Returns filed for claimed three financial years along with copy of duly Certified/ Audited Balance Sheet and Profit & Loss account or Annual Report indicating the required turnover.

(IX)(a) Bidders shall furnish Copies of documentary evidence(s) of ownership and/or lease agreement made on stamp paper duly attested by Notary **along with documentary evidence of ownership of at least one HDD machine**. The Lease should be valid for minimum 2 years. The documentary evidence of HDD machines, if already furnished against PIJF Cable laying tender, existing or under finalization in MTNL Delhi unit, shall not be considered i.e. bidder should have another HDD machines in such a case.

**(b) The GPRS machine** with a capacity to detect underground utilities up to 3 (Three) meters or more shall be available with the bidder either on ownership or lease basis. Documentary evidence of ownership shall be enclosed along with the bid. In case the bidder has GPRS machine on lease basis then it will have to furnish photo copy of the lease agreement made on stamp paper duly attested by Notary **along with documentary evidence of ownership of the machine of the Lesser**. The Lease should be valid for minimum 2 years

(X)(a) 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.

(b) 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.

(XI) 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."

(XII) **An undertaking to submit the copy of Insurance policy to DGM (TX-MM)** within one week of Signing of Agreement along with the copy of receipt of premium payment.

(XIII) **A declaration to the effect that the Bidder /** Lead Bidder/ Consortium Partner is not 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".

(XIV) **An undertaking to the effect that** the Bidder/Lead Bidder/Consortium Partners shall 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.

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

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

(XVII)(a)The bidder should have valid Goods and Service Tax Identification Number (GSTIN) and copy of the same need to be submitted or mention as unregistered dealer. If bidder has opted Composition Scheme under GST, it should be clearly mentioned by bidder in bid document. In case the bidder intend to supply goods and services from multiple state locations then Goods and Services Tax Identification Number (GSTIN) of all the states where from the supplies are planned to be made should be provided.

(b)In case the bidder is registered under composite scheme, then bidder has to submit declaration to this effect along with bid document. After submission of bid, if bidder either become ineligible for composition scheme (Business turnover cross the Rs 150 Lakh 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.

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

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

(XIX)(i)Information regarding local address (Delhi and/or satellite towns' viz. Gurugram, Noida, Faridabad & Ghaziabad) with necessary infrastructure to execute the works as per Section-VI .

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

(XX) The tender is covered under the Integrity Pact Programme. The bidders participating in the tender shall sign an MOU with the Purchaser as per the MOU document given in Section XIII of the tender document.

(XXI) Certificates from all Directors of the bidder stating that none of their near relatives are working in MTNL in accordance with clause 34.

(XXII) 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.

(XXIII) Declaration regarding any deviation/Compliance (clause by clause) certificate to be submitted as per **Annexure B**

10.2 (i) The bidder shall furnish documentary evidence that he has the financial, technical and sufficient manpower resources necessary to perform the contract (details to be submitted as per **Form "A" section VII**).

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

**11. DOCUMENTS ESTABLISHING GOOD's CONFORMITY TO BID DOCUMENTS:**

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which the bidder proposes to provide under the contract.

11.2 **A clause-by-clause compliance** of the tender including Section-VI (Technical Specifications); Section-III (Commercial Conditions); Section-IV (Special Conditions); Annexure-1 (Road maintenance and inter utility code of conduct); Annexure-2 (Safety code); and Annexure-3 (Contractor's labor regulations) **or declaration of deviation (if any) shall be given as per format given at Annexure-B.**

**A bid without clause-by-clause compliance shall not be considered.**

11.3 For purposes of compliance to be furnished, pursuant to clause 11.2 above, the bidder shall note that the standards for service, workmanship, material & equipment and reference to brand names or catalogue number designated by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

**12. BID SECURITY:**

12.1 Pursuant to clause 7, the bidder shall furnish, as a part of his bid, a EMD/ bid security of **Rs.20,58,000/-(Rupees Twenty Lakh and Fifty Eight Thousand ) only** in the form of:

(a) A Demand draft drawn on any of the Nationalized/ Scheduled Bank payable at Delhi in favour of Accounts Officer (Cash), Planning, MTNL, New Delhi.

or

(b) Irrevocable and Unconditional Bank Guarantee issued by any Nationalized/ Scheduled Bank, valid for **180 (One Hundred and Eighty) days** from the date of opening of the tender.

**Bid security in the form of Demand Draft or Bank Guarantee shall be submitted before the scheduled date and time of opening of the bid to DGM (TX-MM), Room No 355, Kidwai Bhawan, New Delhi-110001.**

No other form of EMD/ bid security other than aforesaid would be accepted. However, the **bidders (MSEs) who are registered with Appropriate Authority under Ministry of MSME are exempted from payment of bid security. A proof regarding registration of MSE with Appropriate Authority for the tendered items will have to be attached along with the bid.**

The bidders (Small Scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", "WITHOUT LIMIT" or 'MORE THAN Rs. 50 Lakhs", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty 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 12.9 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 the 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/valid NSIC/MSE certificate shall be enclosed by the bidder in its bid and original copy of bank guarantee /copy of valid NSIC/ MSE registration certificate shall be submitted to DGM (TX-MM), MTNL Room No 355, Kidwai Bhawan, New Delhi-110001, before scheduled date and time of opening of the bids.

12.2 Any tender not accompanied with the above prescribed EMD/ Bid Security **SHALL BE REJECTED FORTHWITH** pursuant to clause 30 (i & ix) Section II**.**

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

12.4 The EMD/Bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.6**.**

12.5 The EMD/Bid Security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed pursuant to clause 13.

12.6 **This** EMD/Bid Security **will be forfeited by MTNL Delhi Unit under any one or all of the following circumstances**:

(a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form.

(b) If any case of false statement and/or submission of false/forged/tempered/manipulated document by the Bidder are detected.

(c) If any case of Cartelization is detected.

(d) If any case of breach of the condition mentioned in clause 34 Section II by the bidder

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

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

**Or**

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

**Or**

(iii) In case of Partnership firm/ Company, fails to provide the original document.

(f) (i) In all of the above cases, i.e. 12.6 (a) to 12.6 (e), the bidder will not be eligible to participate in the tender for any item/product for one year from the date of issue of LOI/APO. The bidder will not approach the court against the decision of MTNL in this regard.

(ii) **Further, if the said bidder is MSE/SSI unit registered with NSIC/MSME bodies, in addition to the action as mentioned under (f) (i) above, such bidder will also be**

**deprived off from exemption in Tender fee, exemption from payment of Earnest Money (Bid Security) and exemption from payment of Performance Security deposit for next one year after they become eligible to participate in MTNL tenders**.

12.7 Adjustment of any amount payable to the bidder and or EMD/Bid Security paid in respect of any other bid shall not be accepted in lieu of payment of EMD/Bid Security for this bid and such bid shall be treated as non-responsive.

12.8 The successful bidder's EMD/Bid Security will be discharged upon the bidder's acceptance of the Letter of Intent (LOI) satisfactorily pursuant to the clause 27 and furnishing the performance security

**13. PERIOD OF VALIDITY OF BIDS**

13.1 Bid shall remain valid for **150** (One Hundred and Fifty) days from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the purchaser being 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 response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The 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. FORMAT AND SIGNING OF BID**

14.1 The bid shall be typed or printed numbered sequentially and digitally signed by the bidder or a person or persons duly authorised 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 authorisation 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 the Bid Security to DGM (TX-MM), Room No 355, Kidwai Bhawan, Janpath, New Delhi-110001, before scheduled date and time of opening of bids.**

14.2 Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:

(i) Sole proprietor of the firm or constituted attorney of sole proprietor.

(ii) A partner of the firm, if it is a partnership firm.

(iii) Constituted attorney of the firm, if it is a company.

(iv) In case of (ii) above a copy of the partnership agreement and General Power of Attorney in both cases, i.e. (i) &(ii) above, attested by a notary public, or affidavit on stamped paper of appropriate value given by all the partners admitting execution of the partnership agreement or the General Power of Attorney duly notarized should be furnished. In case of (iii) above Resolution of Board of Directors authorizing the person for signing the tender documents should be furnished.

(v) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner, of the firm.

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

14.3 Conditional bids will be summarily rejected.

14.4 Concealment and/ or furnishing of wrong or incomplete information by the bidder/contractor shall render him/them liable to be removed from the approved list of contractor and further debar him/them from further contract (s) and also forfeiture of security deposit etc.

14.5 No applicant/bidder shall submit more than one bid for the purposes herein contained.

14.6 The Technical bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical bid, the quotation will be rejected without any reference to the bidder. No correspondence will be entertained in this regard.

14.7 The bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorised person who is signing the bid, failing which the bid is liable to be rejected.

## D. SUBMISSION OF BIDS

### 15. SEALING AND MARKING OF BIDS:

15.1 Bids along with documents as indicated in clause 7 shall be digitally submitted in the format prescribed by Purchaser. The supporting documents shall be suitably mapped along with the format.

### 16. SUBMISSION OF BIDS:

16.1 Bidders are required to familiarize themselves well in advance with e-procurement system and on line bidding procedure. Bidders are advised to upload their bid well in time to avoid last minute problem/error/mistake etc. In case of any problem in uploading of bid on web-portal, the persons as mentioned in Section-XI may be contacted during business hours on working days.

16.2 The purchaser may at its 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 DGM (Tx-MM), Room No.355, Kidwai Bhawan, 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-XIV (Duly Notarized).
(v) Cost of tender document in DD/Pay order form
(vi) Signed copy of integrity pact

### 17. LATE BIDS:

E-Procurement 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 its bid after submission prior to the deadline prescribed for submission of bids.

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

18.3 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 next two years in addition to forfeiture of EMD/bid security.

## E. BID OPENING AND EVALUATION:

### 19. OPENING OF BIDS BY PURCHASER.

19.1 The purchaser shall open bids at scheduled date & time onward. The bidder's representatives (maximum two) who choose to be physically present at MTNL premises shall sign in an attendance register. Authority letter to this effect in the format given in Section-IX shall be submitted by the bidders before they are allowed to participate in bid opening.

19.2 **Tender Opening:** - Tender will be opened on-line 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 on-line after logging on to e-tendering system on website **https://eprocure.gov.in/**or at MTNL premises along with letter of authorization for attending bid opening.

Technical bids shall be opened first and financial bids of eligible bidders shall be opened on a later date under intimation to qualified bidders only, provided EMD/ bid security and other clauses/conditions are met by the qualified bidders.

19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

19.4 If the date fixed for opening of bids, if 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 & venue remaining unaltered.

**20. CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its sole discretion ask the bidder for the clarification in respect of its bid in writing and the response thereof shall also be in writing. Such clarification(s) shall be provided within the time specified by the Purchaser for this purpose. However, no Post Bid clarification at the initiative of the bidder shall be entertained. If any bidder does not provide clarification(s) sought by the Purchaser within the prescribed time, its bid shall be liable to be rejected. In case, the bid is not rejected, the Purchaser may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding and the bidder shall be barred from subsequently questioning such interpretation by the Purchaser.

**21. PRELIMINARY EVALUATION:**

21.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational 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.

21.2 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.

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

21.4 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 is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 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.

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

21.7 "If a firm quotes 'Nil' charges/consideration, the bid shall be treated as non-responsive and will not be considered"

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

**22. EVALUATON 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 The bidders shall be required to offer the schedule of prices in the prescribed bid form and Performa for bidders quotation at Section-X Part- I & II as **% (percentage)** of the Schedule of Base Rates at Annexure-I. The 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 Section-X of the bid document). E-Reverse Auction would be conducted on L1 (Lowest) base price derived after % increase/decrease on Base price per unit to MTNL as per clause 60 of section IV. The ranking of the bidders shall be determined after e-reverse auction.

22.3 On selection of successful bidder, herein called the contractor, the letter of acceptance will be sent to him. The firm work order will be issued by MTNL user unit after the selected bidder deposits the 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 influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.**

**F. AWARD OF CONTRACT:**

**24. PLACEMENT OF ORDER**

24.1 The purchaser shall consider placement of Letter of Intent (LOI) for commercial services on bidder(s) whose offer have been found technically, commercially and financially acceptable. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

24.2 The purchaser has the exclusive right to distribute the work between contractors in any manner that the purchaser may decide and no claim shall lie against the purchaser by reason of such distribution of work. However, **in the instant case work is intended to be distributed / awarded among maximum 4 eligible bidders, as per their ranking from L-1 to L-4 after e-reverse auction likewise;**

**in case of 4 eligible bidders, L-1 shall get 40% of the tendered quantity. The remaining quantities shall be distributed between L-2, L-3 & L-4 bidders as 20% each.**

**In case of only 3 eligible bidders, L-1 shall get 50% of the tendered quantity. The remaining quantities shall be distributed between L-2 & L-3 bidders as 25% each.**

**In case of 2 eligible bidders, L-1 shall get 70% and L-2 shall get 30%. In case of single bidder, L-1 shall get 100% of the tendered quantity.**

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

24.3 The purchaser shall have the right to cancel the contract wholly or in part in case he is obliged to do so, on account of any decline, diminution, curtailment or stoppage of the works and in that event, this will be mutual

24.4 The allocation of work (depending on the ranking of bidder) by the Purchaser will be final and not challengeable. It is clarified that the allocation of work (including any quantity/portion of work) and site/location shall be exclusively determined by the Purchaser without reference to any request or preference of the Contractor in respect there of Purchaser reserve its right to distribute the quantity at any position in case of pooling up or clustering at one position or cartel formation.

24.5 **AWARDING OF CABLE LAYING WORK BY TRENCHING & TRENCHLESS TECHNOLOGY AND ITS EXECUTION:**

**(i)** On the basis of rates and panel of Contractors finalized through this tender, the various Cable Laying work by Trenching and Trenchless Technology, **execution units of MTNL Delhi will issue separate Work Orders for each individual Cable Laying work.**

(ii) Each Cable Laying work by Trenching and Trenchless Technology/ Maintenance work, Work Order will be controlled by an officer on behalf of MTNL, Delhi Unit.

(iii) The allocation of work to eligible bidders for cable laying through trenchless method can be of any of the bore sizes depending upon the requirement of MTNL and shall not be challengeable and irrevocable.

## 25. PURCHASER'S RIGHT TO VARY QUANTITIES

25.1 (i) The actual amount of work cannot be quantified in the advance and it may vary on actual and need basis. No bidder shall have any claim for award of any specific quantity, including quantity indicated in the bid document.

(ii) The Purchaser will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirement without any change in the unit price or other terms and conditions at the time of award of contract.

25.2 In exceptional situation where the requirement is of emergent nature and it is necessary to ensure continued services from the existing contractors, the purchaser reserves the right to place repeat order up to 50% of the value of the works and services contained in the running tender/contract during the period of contract at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of the rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

25.3 Further, if required, an additional order for 50% of the value of works and services limited to 100% of the value of works and services contained in the running tender/ contract during the period of contract may be placed on the existing contractors at the same rate or a rate negotiated considering the reasonability of the rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. (with the approval of Competent Authority of MTNL).

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

26.1 The purchaser does not bind himself to accept lowest or any other tender. Notwithstanding anything contained in this bid document, the purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award to contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

26.2 Purchaser reserves the right to reject abnormally lower or higher priced bids, based on the market survey. The purchaser is not bound to award contract at lowest price received in the tender and reserve the right to decide on fair and reasonable rate for the works and counter offer the same to successful bidder(s).

## 27. ISSUE OF LETTER OF INTENT (LOI).

27.1 The issue of a Letter of Intent (LOI) shall constitute the intention of the Purchaser to enter into contract with the successful bidder.

27.2 The successful bidder shall, within **14 (Fourteen) days** of issue of the LOI give his acceptance and submit the performance security as per Clause 4 section III & /or in conformity with the Section-XI of the bid documents and as per the format specified by the Purchaser.

## 28. SIGNING OF THE CONTRACT:

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

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

28.3 The CONTRACTOR will have to bear all relevant expenses in connection with signing of the Agreement including the purchase of Stamp Papers.

28.4 If terms and conditions in the acceptance for tender (LOI) are in conflict with terms and conditions outlined herein (Invitation to Tender), it is to be understood that those in the acceptance of tender (LOI) will govern. In the event of any ambiguity or discrepancy, the same shall be explained and adjusted by the purchaser.

28.5 The purchaser shall have the right to cancel the contract wholly or in part in case he is obliged to do so, on account of any decline, diminution, curtailment or stoppage of the works and in that event, this will be mutually discussed and settled depending upon the status of the contract.

## 29. ANNULMENT OF LETTER OF INTENT:

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of Letter of Intent (LOI) and forfeiture of the bid security in which event the

purchaser may make the offer to any other bidder at the sole discretion of the purchaser or call for new bids.

**30. Summary Rejection of Bids**:

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

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

(i) Any bid, unless exempted specifically, not accompanied by required Earnest Money/ Bid Security or insufficient amount of EMD/ Bid Security or with shorter validity period of EMD/ Bid Security.

(ii) Any conditional bid.

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

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

(v) Any bid with shorter validity period.

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

(vii) Any bid without the documentary evidence of experience as required vide eligibility clause no.2 (III) and Clause 10.1 (VII) Section-II, unless exempted specifically.

(viii) Any bid received without DD/Pay Order towards the tender cost, unless exempted specifically.

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

**31.** Purchaser reserves the right to disqualify the contractor for a suitable period who habitually failed to carry out the work in time. Further, the contractor's whose performance is not satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser in its sole discretion.

**32**. Purchaser reserves the right to disqualify and/or reject the bid of such bidders who are found to have not met the contractual obligations against earlier contract(s) entered into with MTNL.

**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 shall give a certificate that none of his/her near relatives defined below 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. Due to any breach of these conditions by the bidder the bid submitted by the bidder will be rejected and Bid Security will be forfeited at any stage whenever it is noticed and Purchaser will not be liable to pay any damage to the bidder for the said rejection of bid or forfeiture of Security deposit. The bidder 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 is given at **Annexure-C.**

35. **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/services supplied under this contract shall conform to the standards prescribed in the technical specifications mentioned in section VI.

**3. PATENTRIGHTS:**

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 The contractor shall furnish Performance Security to the Purchaser for an amount equal to **5% of the value of purchase order within 14 (Fourteen) days** from the date of issue of LOI /APO by Purchaser. The contractors (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 contractors having monetary limit as "NO LIMIT", "WITHOUT LIMIT", or "MORE THAN Rs. 50 LAKHS", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

The Performance Security Bond shall be in the form of a DD or irrevocable and unconditional Bank Guarantee in favour of AO (Cash) Planning, MTNL, Delhi, **valid for a period of 30(thirty) months** from the date of signing of agreement, issued by a scheduled Bank and in the format provided in Section-XI(Part-I) of Bid Document.

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

4.3 The Purchaser reserves the right to forfeit or adjust the whole or any part of the Security Deposit for any money due to the Purchaser that cannot be recovered by the pending bills/claims of the CONTRACTOR or as a measure of penalty. In case of such forfeiture and/or adjustment, the CONTRACTOR shall have to deposit within one (1) week further security money forthwith for the full amount or an amount sufficient to make up the deficit as the case may be.

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 authorized to raise an Invoice/ Debit note to contractor against such adjusted amount plus applicable GST. Such credit/debit note shall be issued before September 30$^{th}$ of following end of financial year in which such service/supply was made.

4.4 The said security money or so much thereof as may not have been appropriated to the use of the MTNL as penalty measure (described in detail in Clause – 56 Section IV) will be returned to the CONTRACTOR after the expiry of the contract on submission of 'NO DEMAND/NO DUES CERTIFICATE' and 'SUCCESSFUL COMPLETION OF WORK CERTIFICATE' by the concerned DGM. However, MTNL may withhold such payment up to two (2) months from the date of receipt of 'NO DEMAND/NO DUES CERTIFICATE' and 'SUCCESSFUL COMPLETION OF WORK CERTIFICATE' for the purpose of verifying records so as to ensure that there is no recovery pending for any damages or dues.

4.5 If the successful bidder had previously held any contract and furnished security deposit to the Purchaser, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished in accordance with the terms of this tender document and the same shall be **valid for 30 months or the till the contract period, whichever is higher**.

4.6 In the event of premature termination of the contract envisaged in Clause 15.2 of Section-III or for any failure of contractor of any of the contractual obligations without prejudice to other rights or remedies available to Purchaser under the contract or otherwise under Law, Purchaser shall have the right to forfeit the entire amount of B.G./ security deposit or appropriate B.G./ security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by Purchaser.

4.7 The decision of MTNL in respect of such damages, losses, charges, costs of expenses shall be final and binding on the contractors.

4.8 In the event of the security being insufficient or if the Security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter become due to the contractors under this or any other contract with MTNL. Should that sum also be not sufficient to cover the full amount recoverable, the contractors shall pay to Purchaser on demand the remaining balance due.

4.9 **PERFORMANCE GUARANTEE/ SECURITY DEPOSIT FOR STORE**

(a) In addition to the performance security, the Contractor shall also furnish an irrevocable and unconditional additional bank guarantee (B.G.) or DD for Rs. **6.0 Lakh** (Rupees Six Lakh) to cover up the assets/stores of the purchaser This Bank Guarantee shall be a standalone document and shall be submitted by the Contractors **within 21 (Twenty One)** days of signing of the Contract/agreement. This Bank Guarantee shall be valid for **18 (eighteen) months** and shall be returned/ revoked only after clearance is given by unit officers of the areas in which contractor has performed the job. This B.G. will be submitted in the office of DGM (Tx-MM) Transmission and this BG will be kept valid for the period of contract (including Extension(s) Period, if any).

(b) The Security Deposit will be subject to the terms and conditions given in this tender and the Purchaser will not be liable for payment of any interest on the Security deposit or any depreciation thereof.

(c) If the successful Supplier had previously held any Contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished by the Supplier, which shall be valid for **18** months.

**5. EXECUTION OF TIME LIMIT**:

The time period as stipulated in the contract or Work Order issued by Transmission Unit shall be deemed to be the essence of the contract.

**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 conform to quality and standard and shall to the ultimate consignee as given in the purchase order/Work Order.

**7. THE PERIOD OF CONTRACT AND PROVISION OF EXTENSION**

**A. Period of Contract:**

The contract shall remain in force for a period of one year from the date on which 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 currency without assigning any reason by giving 3 months notice in writing to the contractor at his last known place of business. The contractor shall not claim any compensation for such termination.

**B. Provision of Extension**

(I) The contract can be extended up to 1 year at the discretion of the Purchaser depending upon the performance of contractor and at the existing rates, terms & conditions. However, in case of finalization of new tender during any such extension period, the existing rates will be applicable for all the Work Orders issued prior to the date of opening of financial bid of new tender and this will be binding on the part of the contractor.

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

**8.A. PAYMENT SCHEDULE:**

(I) The contractors shall be paid on work order basis in respect of the services described in Section-VI and performed by them at the contracted rates.

(II The contractors will have the right to represent in writing to MTNL that a particular service which they are being called upon to perform, is not covered by any of the services specifically provided for in the

contract, as the case may be and is not auxiliary or incidental to such services, provided that such representation in writing must be made within 7 (Seven) days after the date of actual performance of such services. If no such representation in writing is received within the said period the contractors' right in this regard will be deemed to have been waived.

(III) If the contractors are required to perform any service in addition to those specifically provided for in the contract and the annexed schedule of rates, the contractor's remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement.

(IV) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the contract, or is not auxiliary or incidental to any of such services shall be decided by MTNL whose decision shall be final and binding on the contractors.

**8. B. PAYMENT TERMS:**

1. The Vendor shall submit the work order based invoice of gross value mentioning the HSN Code/SAC Code along with other requisite documents in hard & soft form to the officer in charge designated by MTNL.

2. Payment of work order based invoice will be made after completion of work including installation, commissioning, and material reconciliation of store issued to vendor etc. and after deduction of penalty, if any. Payment of work order based invoice shall be done on submission of copy of WO issued, commissioning & other reports by the designated officer of MTNL.

3. All payments for satisfactorily completed works relating to laying of cables will be made as per the relevant category indicated in Section-VI (Annexure-I) as approved by the Purchaser at same or counter offered rates. For this purpose the CONTRACTOR must submit to the designated officer of MTNL Delhi unit his/ their bill for the items of work done by him/ them against a particular Work order at the approved rates to be specified in contract order within 15 (Fifteen) days of the items of work covered by that work order having been satisfactorily completed by him/them.

4. The length of cable laid is measured excluding the length of cable left as overlap for future joints to be taken up by MTNL Delhi. Such overlap lengths will be indicated in the Measurement Book but excluded from the chargeable length of cable laid.

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

i. Invoice in triplicate clearly indicating break up Price CIF-destination and GST. The (03) three copies must be marked 'Original', Duplicate' and 'Triplicate' respectively.
ii. Copy of Work Order.
iii. Details of the quantity and nature of each item of work done or material supplied as well as the stipulated rates & dates of commencement and completion of the work or supply of material as per prescribed performa.
iv. Measurement Book duly signed jointly by the CONTRACTOR/ authorized signatory and designated officer of MTNL at the time of measurement and also attach-with completion report.
v. Documentation of O.F. cable route in spiral binding form consisting route index diagram, As Build Drawings (ABD), Joint location diagram and A/T certificate as per Clause14 of Section-VI.
vi. Proof of deposit of "EPF/ESI of previous month(s) for the labour employed".
vii. Vendor shall give a certificate that all labour laws are complied with and MTNL will be indemnified by vendor in case of any breach .
viii. An undertaking that "I will pay GST (CGST/SGST/IGST/UTGST) to the respective GST Department."
ix. Proof of deposit of GST (CGST/SGST/IGST/UTGST) of previous month(s) to the respective GST Department.
x. The E-waybill as prescribed in the GST law in case of movement of goods (for both intra-state and inter-state movement), if applicable.

6. No payment will be made for services/works rejected.

7. Payment to successful bidder will be made through ECS/NEFT 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. Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.

9. No payment will be made for goods/Services rejected at the site on testing. For goods/services 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.

10. 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.

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

12. 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.

13. 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 contractor any time before delivery of Goods/ Services (raising invoice against delivery of Goods/services), 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 contractor 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.

14. 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.

15. TDS/ TCS shall be deducted at the prescribed rate, if any.

16. deleted.

**9. PRICES:**

9.1(i)(a)Prices charged by the contractor for services performed under the contract shall not be higher than the prices finalised in the tender.

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

(ii)(a) **The final item-wise Base rate 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 contract period. 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 revision of Creditable Taxes (both increase & decrease) shall be allowed while reimbursing the same due to change in tax rate as per Government orders.

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

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.

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

(ii) In case the Duties & Taxes which are non- Creditable as per the quotes indicated in the Price Schedule by the bidder/ contractor and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CGST Act read with ITC rules, then the bidder/ contractor is to submit necessary documents in this regard which may enable the purchaser to avail the Input credit provided such

credit is still available for the amount so paid as per CGST Act read with ITC rules. However, in case the input Credit is not available for this amount, then the the bidder/ contractor will refund the amount equivalent to such Duties & Taxes if already paid to them.

(iii) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN code from the GST authority where the HSN code furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST notifications.

**10. CHANGE IN PURCHASE ORDER:**

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

(i) drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the Purchaser;

(ii) the method of transportation or packing;

(iii) the place of delivery; or

(iv) the services to be provided by the supplier

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

**11. SUB CONTRACT**

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

11.2 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract

**12 DELAYS IN THE SUPPLIER'S PERFORMANCE:**

12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order/work order. In case the supply/ work order is not completed in the stipulated delivery period/time, as indicated in the Purchase Order/ work order, purchaser reserves the right either to short-close/ cancel this purchase order/ work order and/ or recover liquidated damage charges. The cancellation/ short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to get the work completion/supply of items at the risk and cost of the defaulting contractors.

12.2 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 penalties/liquidated damages and/or termination of the contract for default as per provisions under clause 56 of section IV and clause 15 of Section III respectively.

12.3 (a) deleted.

(b) deleted.

12.4. deleted

12.5. deleted.

**13. LIQUIDATED DAMAGES:**

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, delivery of services, 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.

13.1 The date of start of work, delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender and/or work order should be deemed to be the essence of the contract and work must be completed not later than the time period 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 56 of section IV.

13.2 deleted

13.3 deleted .

13.4 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.

13.5 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.

**14. FORCE MAJEURE:**

14.1 If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:

- Any war or hostility,
- Acts of the public enemy, Civil commotion, sabotage, explosions, Fires,
- Effects of floods, epidemics, quarantine restrictions,
- General Strikes and Bandhs,
- Acts of God.
- Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance provided notice of happening, of any such EVENT is given by either party to the other within seven (7) days from the date of occurrence of the EVENT.

14.2 In those force majeure cases, if the field services can be run with fewer numbers of staff, it shall be run by the Supplier. The operational charges payable by the Purchaser will be restricted to the services rendered by the contractor. During this period, the penalty conditions given in the tender shall not normally be applied.

14.3 Work and deliveries under this Contract shall resume as soon as practicable after such EVENT has come to an end or cease to exist. The decision of the Purchaser as to whether the situation has became normal or not, shall be final and conclusive.

14.4 However, if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding sixty (60) days, either party may, at his/their option, terminate the Contract by giving a written notice to other party.

14.5 The Contractors will not be responsible for delays, which may arise on account of reasons beyond their control. The decision of MTNL shall be the final in this regard. Strikes by contractors' labour on account of any dispute between the contractors and their labour as to wages or otherwise will not be deemed to be a reason beyond the contractors' control and the contractors shall be responsible for any loss or damage, which MTNL may suffer on this account.

**15. TERMINATION FOR DEFAULT:**

15.1 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 12.

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.

15.2 In the event the purchaser terminates the contract in whole or in part, pursuant to Para 15.1 above 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.

15.3 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 Clause 56 of Section IV.

15.4 Firms registered with NSIC/MSME 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/MSME besides taking recourse to other civil & criminal and other rights and also other punitive measures.

**16. Blacklisting of Contractor:**

Without prejudice to its rights under Clauses 12.1 and 12.2 above, 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.

**17. TERMINATION FOR INSOLVENCY:**

The purchaser may, at any time, terminate the contract by giving written notice to the contractor, without any compensation to the contractor. If the contractor 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.

**18. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION:**

**Arbitration between the parties (other than with other Central PSU, Government of India Departments/Organizations) will be as follows**:

18.1 The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.

18.2 However, If after thirty (30) days from the commencement of such negotiations the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

(a) Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be three Arbitrators.

(b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.

(c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid panel along with the letter invoking the Arbitration. The other party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.

(d) For the disputes to be decided by a panel of three Arbitrators, the party invoking the arbitration clause shall submit a one name from the aforesaid panel, as its Nominee, along with the letter invoking the arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid panel, who shall act as the presiding Arbitrator.

(e) The Arbitration and conciliation Act, 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi only.

(f) In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The Person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(g) The arbitration proceeding shall be in English language.

(h) The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi.

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

18.3 **Arbitration with other Central PSU, Government of India Departments/Organizations will be as follows:**

ln the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) with Central Public Sector Enterprises (CPSEs/ Port Trusts and/or Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up bv either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GMl/FTS-1835 dated 22.05.2018, dated 04.07.2018 and 11.07.2018.

## 19. SUBJECT LAWS & JURISDICTION:

The Contract shall be governed by Indian Laws and the Courts at Delhi will have jurisdiction to entertain any dispute or claim arising under the contract. It is clearly understood by the bidders that the court in the city of New Delhi alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising pursuant to and/or in connection with the tender, tender process and/or under this contract and any award or awards made by the sole Arbitrator here-under shall be filed in the concerned courts in the city of New Delhi only.

## 20. SET OFF:

Any sum of money due and payable to the contractor (including Security deposit/PBG refundable to him) under the contract may be appropriated by the Purchaser and set-off against any claim of the Purchaser for the payment of any sum of money arising out of or under any other contract made by the contractor with the purchaser i.e. MTNL or such other person(s) contracting through the Purchaser.

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

## 21. FALL CLAUSE:

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.

**21.2(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 21.2 (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.

## 22. 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 bid security/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.

## 23. GST Invoice:

Tax Invoice terms:

(a) All the details of contractor (name, address, GSTIN/ unregistered contractor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

(b) Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

(c) In case of any deficient supply/ service, MTNL shall convey the same within a reasonable time to enable the contractor to issue credit note and take tax adjustment. In case contractor fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply/service was made.

(d) It would be the responsibility of the contractor to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the contractor, the same would be recovered by MTNL from the contractor along with applicable interest and penalty, if any.

(e) Registered location of the both the parties i.e. MTNL and contractor should be mentioned in the agreement with GSTIN No. Further, contractor should raise invoices at the registered premise of MTNL for availing the credit.

(f) MTNL could at any time instruct the contractor to raise its invoices at a particular location of MTNL.

(g) The contractor should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply/service as per GST law is same as registered premise. It shall be the responsibility of contractor to raise invoice within the prescribed timelines.

(h) It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL.

**24. GST compliances**

(a) It is the responsibility of the contractor to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by contractor.

(b) Reporting of correct outward supply by contractor in the outward return (GSTR-1) is the responsibility of the contractor. The contractor needs to ensure the following points:

1) Uploading appropriate invoice details on the GSTN within the stipulated time;

2) Issuing GST compliant invoice /CN/DN. PO/ Work Order issued by MTNL should be referred by contractor for capturing information on the invoice.

3) The contractor needs to pay the entire self-assessed tax on timely basis.

4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by contractor then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mismatch are required to be accepted by contractor within the time limit prescribed under the GST law. It should be noted that in case contractor does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied,(if any) would be recovered from the contractor.

5) In case of mismatch because of contractor's fault, prompt amendments must be made by the contractor else contractor would be required to indemnify MTNL for the losses of credit and interest paid due to mismatch.

6) The contractor to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the contractor would be recovered from the contractor along with any applicable interest and/or penalty if any as applicable by GST law.

7) A self-declaration along with evidence that the bidder/contractor is not black listed by GST authorities. In case the contractor gets black-listed during the tenure of MTNL contract, then following indemnity clause No. 24 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of contractor.

**25. Tax Indemnity clause**

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

**26. Movement of goods**

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

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

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

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

**********

## Section-IV

## SPECIAL CONDITIONS OF CONTRACT

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

2.(i) The bank guarantee for bid security as prescribed in clauses **12.1** of Section II of the bid document shall be submitted to DGM (TX-MM), Room No.355, Kidwai Bhawan, Janpath, New Delhi-110001 before the scheduled date & time of opening of bids in a separate cover. The bank guarantee so submitted shall be as per the format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be super scribed as **"BID** SECURITY FOR TENDER 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 30 (ix) 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 Bid Security or Performance Security and/or debarring/ blacklisting from participation in any of the tenders of MTNL for at least one year.**

3. (i) The distribution of work is to be made normally as per clause 24.2 of Section-II. The allocation of work (depending on the ranking of bidders) by the Purchaser will be final and not challengeable.

(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-Part-I (Bid Form) should form part of techno-commercial bid as per Annexure- G.

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.

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

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

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

10. Canvassing in any form is forbidden and will 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 signing of agreement, it is found that any document /information furnished by the bidder is incorrect or false the Purchaser shall be entitled to terminate the Contract and take further action against the bidder.

12. If any fraud on 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 accounted for ordering.

16. Bidders are required to submit Bank Account Details as per ECS (Model Mandate Form) enclosed as Annexure-III in part-B (Financial Bid) 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/ work completion 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 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 avail 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. The contract shall remain in force for a period of one year from the date 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 currency without assigning any reason by giving 3 months notice in writing to the contractor at his last known place of business. The contractor shall not claim any compensation for such termination.

25. The successful bidder/contractor shall maintain the full details, viz, Names, Father's name, Date of Birth, qualifications of the staff deployed. The successful bidder shall also keep record of permanent home address and local address of all the staff to be deployed & issue Company Identity Card. All these details shall be maintained and shall be produced whenever asked by MTNL and/or any authority permissible under Law.

26. 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 cost to MTNL.

27. In case new tender is opened during extended period of delivery/work completion and prices in new tender, if any are found to be lower than this tender, then the lower of two shall be applicable for the supply of the tendered item/services w.e.f. the date of opening of financial bids of the new tender.

28. The successful bidder/contractor 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, ssuccessful bidder/contractor shall remove the same person immediately.

29. 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.

30. 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.

31. **TAXES AND DUTIES:**

Save as specified under the contract, contractor shall pay all levies, fees royalties, statutory taxes and duties payable including PF & 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, and MTNL will not be responsible for any payment except all inclusive unit price offered and accepted in the LOI/agreement.

**32 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(Transmission) 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.

**33. 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 coordination 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.

**34. 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 binding upon the contractor in relation to any work in the scope of this contract.

**35. CONFIDENTIALITY CLAUSE**

MTNL will issue available as built drawings to the Contractor 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.

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.

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

i. PLB(HDPE) pipes/ OF Cable/ coupler/end cap/rubber cock will be supplied by MTNL. **The storage and transportation cost from the MTNL warehouse/stores to the contractor warehouse/store/site is to be borne by the contractor. Also the ownership of the material issued to contractor from MTNL warehouse lies wholly with contractor**.

ii. The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the MTNL, which in the contractor's custody whether or not installed in the work.

iii. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied by MTNL and shall be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.

iv. The contractor shall transport (including loading and unloading) all stores issued to him from MTNL Store/specified location, to the site of work at his own cost. The MTNL shall not pay any transportation charges to the contractor.

v. All materials supplied to the contractor by the MTNL shall remain the absolute property of MTNL and shall not be taken away from site of the work/store locations except for use in the work and shall be at all times open to inspection by the Representative of G.M.(Transmission). In case the materials like cable and accessories are directly delivered to the contractor and stored at the its site office/store, it will also be treated "at site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the MTNL at a place informed by MTNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

vi. Depending on the field conditions, the contractor shall keep adequate spares / material in his warehouse and the unavailability of material at the time of any work execution shall be considered as a lapse on the part of contractor.

vii. It shall be the responsibility of contractor to maintain adequate stock of store items at its location and before complete depletion.

viii. It shall be the Contractor’s responsibility to safeguard all materials as above against theft, loss damage or whatsoever.

ix. In case of theft/ loss/ damage to materials while in the custody of the Contractor, MTNL shall assess and recover an amount equivalent to the loss incurred by MTNL. This recovery shall be made against payments to Contractor against pending bills and the security deposits/ Bank Guarantees submitted by the contractor for various purposes.

x. This action taken by MTNL shall not be limited to above but may be to the extent of cancellation of contract and or Black Listing of the contractor.

xi. The contractor shall submit every month a proper account of all the materials supplied to him by the MTNL and those consumed for the work(s).Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "MTNL's calculation" (which shall be final) will be charged to the contractor as per the provisions of clause 55 hereunder.

xii. Under normal circumstances, the contractor shall be not issued stores of value more than the contractor's material security. Exceptionally, if at all the work requires more amount of materials to be issued, the contractor will not have any objection to it.

xiii. The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return the unused/ balance materials, which were supplied by the MTNL, at designated store/location prescribed by MTNL in good condition, without any cost to MTNL.

xiv. The contractor shall supply all other items which are not specifically mentioned to be supplied by MTNL. The material arranged by the vendor shall be of the standard as specified by MTNL & shall be used after obtaining clearance of MTNL

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

i. The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works specified in section VI. 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.

ii. Adequate lighting at and near all the storage, handling, erection sites, OSP site for properly carrying out work and other safety and security measures 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

iii. Contractor shall at all times provide a necessary means of transportation and other logistics whenever required.

**38. STORAGE AT SITE**

i. The contractor shall be fully responsible for storage of all materials covered in his scope. Depending on the field conditions, the contractor shall keep adequate spares / material at site and the unavailability of material at the time of any work execution shall be considered as a lapse on the part of contractor.

ii. MTNL may allow storage at its locations/Stations wherever available on the execution route.

iii. MTNL will issue the materials covered in its scope to the contractor at MTNLs warehouse/store locations and it will be the sole responsibility of the contractor to transport such materials to his designated storage places or sites and safeguard the same against any theft, loss or damage whatsoever. Transportation of store shall be the responsibility of the Contractor.

iv. Any tax implications including LBT etc. during the transport within the territory shall be the responsibility of the contractor. During the currency of the contract, the contractor shall be responsible for the safe custody of such materials delivered by MTNL till the final installation and will make good any shortages/ damages which occur during transportation to the sites / storage at its cost. The contractor shall also furnish a periodic report of consumption of MTNL supplied materials to enable MTNL logistic to monitor the progress and arrange to supply additional quality of such materials covered in the scope of MTNL as and when required.

v. The Contractor shall require working in monsoon seasons also. The Contractor shall mobilize the additional resources and appropriate equipment, as may be required for the project and plan and execute the works according to the prescribed schedule. No extra payment will be considered for such work in monsoon.

**39. MATERIAL RECONCILATION**

i. It shall be the effort of the Contractors to reduce wastage at every level.

ii. At the end of the specified work as per work order MTNL may undertake a joint reconciliation of all the materials issued. Maximum allowable wastage for various items are mentioned below:

a) Pipes wastage not greater than 1%

b) Cables wastage not greater than 1%

iii. However, designated officer of MTNL shall assess the wastage of materials on a case to case basis and recommend a suitable course of action.

iv. Any short fall would be to the contractors account calculated on the basis of the cost incurred by the MTNL for procuring these items and as per the provisions of clause 55 hereunder .

**40. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES**:

i. The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work except the restoration charges payable to civic agency and/or bodies under Government Regulations which shall be borne by MTNL on actual basis.

ii. The permission for laying/hanging cables shall have to be arranged by the contractor from National High Way Authorities, State PWD, and Local bodies (Like Municipal Corporation, Nagar Palika, Panchayats etc.) and from any other authorities, if required. The Regulatory charges for seeking permission to lay/ hang the O.F. cable shall be borne by MTNL and shall be paid directly to the concerned civic agency on production of Demand Note/invoice/bill in the name of MTNL from the concerned civic agency

iii. The contractor shall be fully responsible for aligning 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 charges payable to Government agencies.

iv. 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 and such other arrangements shall be entirely at the responsibility of the contractor.

v. 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 fixed in contract.

vi. At location where the OF cable trench is re-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.

**41. EXECUTION OF WORK**

i. The contractor shall be responsible to make all arrangements, 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 amount due to the contractor under this contract or otherwise.

ii. The contractor is expected to start work in co-ordination with MTNL's Representative/supervisory staff.

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 designated officer of 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 eenvironment 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/signage.
   (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 may also check that all such sites are covered properly.

viii Successful bidder shall comply with all the norms/guidelines issued by Govt./ Ministry of Home affaire (MHA) related to COVID-19 Pandemic time to time.

**42. WORK COMPLETION**

If at any time after the commencement of the work, the MTNL may feel that execution of whole or part of work, as specified in the work order/contract is not required to be carried out, then the MTNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensations by reason of any alterations having been made in the original specifications, drawings, design and instruction which shall involve any curtailment of the work as originally contemplated.

**43. 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. Any Laxity or failure to enforce compliance with the contract documents by MTNL and/or its representative shall not manifest a change or waiver of intent, 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 . MTNL also reserves the right to prohibit the use of manpower and/or any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

**44. CLEARING / CLEAN UP OF SITE**

All soil, filth or other matter taken out of any trench, sewer, drain, cesspool 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 per rules and/or as directed by MTNL.

**45. NIGHT WORK AND WORK IN TOUGH WEATHER CONDITIONS:**

i. The Contractor is expected to work during night time hence contractor is required to keep sufficient work-force in his camp on 24X7 basis as specified under Section VI to carry out work at any time.

ii. 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.

iii. 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.

iv. 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.

v. The Contractor shall carryout Patrolling at site in 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.

**46. 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.

**47. 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 absolute 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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 MTNL harmless 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

**48. TEST AND INSPECTION**

i. All items of work (including depth) will be subjected to Quality-Control Check to be performed by Acceptance Testing Unit of MTNL New Delhi, as per the guidelines of MTNL/BSNL. Item rejected will have to be re-done by the contractor at his cost.

ii. All works shall at all times be open for supervision, inspection and measurement by the designated officer of MTNL and no work done by the CONTRACTOR shall be accepted without such supervision, inspection and measurement

iii. The Contractor shall provide for the purpose of inspection, ladders, lighting, Equipment for testing, necessary instruments etc., at his own cost.

iv. All results of inspection and test will be recorded in the inspection reports on the format prescribed by MTNL time to time.These reports shall form part of the completion documents for payments.

**49. 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 or implementation or both, whichever applicable & financial status as well as physical progress of all purchase/work orders issued by MTNL.

**50. REJECTION:**

Further, MTNL shall also be entitled to reject the goods and work executed by the contractor which may not be confirming 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 not conforming and also charge the contractor for all the expenses, direct and consequential incurred thereby.

**51. WORKS AT RISK AND COST OFCONTRACTOR**

In the event the contractor fails to execute the work as per prescribed specifications / agreed productivity/ quality norms or in prescribed time lines as mentioned elsewhere in this contract; MTNL reserve the right to execute/ re-execute the work through any other contractor /subcontractor / agencies as MTNL deems fit at risk and cost of contractor.

**52. RELATIONSHIP:-**

**52.1** 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.

**52.2** 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.

**53. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**:

**53.1 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.

(iv) 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. SDE (Admin) Transmission unit is nominated as the Principal Employer for all purposes, issues arising during the operations related to this tender.

**53.2 Obtaining License before commencement of work**:

The contractor shall obtain and possess all required and valid labour license(s) under the contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 or any other rule or act, 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.

**54. 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 within one week of being called upon to do so together with all premium receipts and other papers related thereto which the MTNL may require.

**55. COMPENSATION FOR LOSS, DAMAGE etc.**:-

55.1 The contractor shall be solely and completely responsible for any loss or damage of MTNL Stores while in the custody of the contractor and/or shortage of store found beyond the permissible limits during reconciliation. MTNL shall assess any such damage considering the standard price including freight, handling charges, storage, charges etc.

55.2 If during execution of Cable laying work,

(a) Any damage is caused to any existing underground service lines, telephone cables including cables being laid by MTNL and/or any third party,

(b) Any damage caused to any property of MTNL and/or any third party.

(c) Injury/loss occurs to any person because of any lack of proper precautions or otherwise 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.

55.3 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.

55.4 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.

55.5 If damage charges are raised by any other agency(s) directly to MTNL on account of loss/ damage by MTNL's contractor during execution of work, MTNL shall withhold the amount of damage charges from contractor's due till the settlement i.e. letter/ NOC from the concerned agency is being submitted to MTNL.

55.6 Quantum of damages or compensation so 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.

**56. Liquidity Damage(s) and PENALTIES:**

**56.1 Liquidity Damage(s)**

Further to clause 12 & 13 of section III, the provisions of Liquidity Damage(s) are defined hereunder:

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

(a) The designated MTNL officer can waive off the LD up to a maximum period of 15 (Fifteen) days in case he is fully satisfied with the reasons for delay.

(b) In case designated MTNL officer is of the opinion that waiver of LD is justified for more than 15 (Fifteen) days, approval of concerned DGM shall have to be taken.

(c) After the opening of financial bid of the new tender, if any LD waiver should be given only with the approval of the concerned GM.

The decision of MTNL will be final and binding in this regard.

(II) **Delay in Start:** If the contractor fails to start the work within the specified period as per Work Order, without any valid reason, LD shall be levied @ Rs.2,000/- (Two Thousand) for each day of delay. If the delay exceeds 15 (Fifteen) days, W.O. may also be cancelled forth with besides imposition of LD.

(III) **Delay in Execution/ Completion:** If the contractor fails to execute the work within the specified time schedule as per Work Order or during the extended period, LD shall be levied @ Rs. 2,500/- (Two Thousand Five Hundred) for each day of delay.

(IV) LD shall be levied to a maximum of 12% of respective Work Order value (i.e. amount payable to contractor) and will be recorded on the bill.

(V) Concerned DGM may also take action to cancel/rescind the Work Order and get the non-executed portion of work done by any other contractor/agency or to have the defects removed/ repaired by any other contractor/ agency. In case excess expenditure is incurred beyond the approved rates, the same will be recovered from the defaulting contractor and such defaulting Contractor shall be liable to pay the same without protest or demur.

(VI) In case the Work Order is rescinded/ cancelled due to any reason:

(a) LD will be imposed for an amount equal to 12% of the cost of Work Order.

(b) The contractor's allotment can be curtailed to the extent of the work (LKM/DEL's) for which Work Order has been cancelled/ rescinded. Even if the Work Order has been cancelled in part, the full quantities as per the Work Order will be taken into account for this purpose.

(c) In case decision is taken to curtail the default contractor's allotment, whosoever will execute these works, it may be over and above his/ her allotment. The decision of concerned DGM will be final in this regard.

(d) In case more than two Work Orders have been cancelled/ rescinded in respect of any Contractor, its allotment may be curtailed by 10% against each Work Order (cancelled/ rescinded). This will be in addition to (a) & (b) above.

**56.2 Penalties:-**

Notwithstanding any other provisions contained in this document, following penalties in addition to the other provisions shall be levied on contractor for non-performance / failure to act in time.

i. If the contractor fails to redress the trench properly i.e. ramming and consolidation of the trench and removing of surplus earth, road spoils within 48 hours of the completion of the work, then a penalty at the rate of 20% of the excavation of trenching charge on pro-rata basis shall be recovered straightway from the bill.

ii. If the contractor fails to provide adequate provision of barricading G.I. Sheet, Caution Tape, Caution Sign Board, Red Light, lightening etc. on site to protect life and property as per clause 47 above, then a penalty at the rate of 20% of the excavation charges on pro-rata basis or Rs.5000-/- per day whichever is higher shall be levied .

iii. The cable laying/pulling has to be done by using jack, failing which a penalty of Rs.1,000/- (One Thousand) will be imposed on each such occasion.

iv. Test pits/ trench should be restored immediately after completion of work. The contractor will be wholly responsible for any damage to life & property of any person due to delay in restoration work. If the pits are not restored as per specifications of local bodies in time, penalty of Rs.2,000/- (Two Thousand) per day for first day and Rs.1000/- (One Thousand) per day for each subsequent day shall be imposed.

v. In cases of damage to the existing cable (PIJF/O.F.), penalty (recovery) at following rates shall be imposed :-

**Rate of Penalty:**

O. F. Cable:-

| | | |
|---|---|---|
| (i) | 12 Fiber Cable | Rs.5,000/- |
| (ii) | 24 Fiber Cable | Rs.8,000/- |
| (iii) | 48 Fiber Cable | Rs.10,000/- |
| (iv) | 96 Fiber Cable | Rs.12,000/- |

PIJF Cable:-

| | | |
|---|---|---|
| (i) | Up to 100 pr. PIJF Cable | Rs.2,000/- |
| (ii) | Above 100 to 800 pr. PIJF Cable | Rs.3,500/- |
| (iii) | Above 800 pr. PIJF Cable | Rs.5,000/- |

vi. In case of damage to the PIJF/O.F. cable, the cost of the cable damaged (cost of replacement of cable) plus 20% overhead charges shall be recovered from the contractor. In this regard, decision of purchaser shall be final and binding on the contractor to pay.

vii. In case of damage to ducted PIJF/O.F. cable, the cost of full cable length plus 20% overhead charges shall be recovered from the contractor.

viii. If break of conductor/fiber is noticed due to careless pulling of PIJF/ O.F. Cable then a penalty of Rs.2000/- (Two Thousand) per break per conductor and Rs.5000/- (Five Thousand) per break per O.F. fibre shall be recovered as penalty from the bills of contractor. In case faulty pairs/ fibers exceed 10% of size of cable, contractor has to pay full cost of cable plus 20% overhead charges.

56.3 The Purchaser reserves the right to recover the Liquidated Damages and/or penalties from the amount due to the contractor in the same or other Work Order(s) and/or from the Security Deposit and/or from any other amount payable to the contractor by purchaser.

56.4 The Purchaser reserves the right to recover the Liquidated Damages and/or penalties from the Invoices raised by the supplier. To facilitate recovery of liquidated damage(s) and/or pelaty(ies), 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.

56.5 It is clarified that in case any work allocated to the Contractor remains incomplete beyond the specified time and any loss or damage is caused to the Purchaser due to such incompletion of work, the Contractor shall be liable to pay damages to the Purchaser on actual basis or differential amount of Liquidated Damages and/or penalties and the amount of actual loss, as the case may be.

56.6 The liquidated damage(s) and penalty rates specified in Clause 56.1 & 56.2 above are acknowledged and accepted by the bidder and will not be questioned or contested by the bidder in case the LD/Penalty at the above rates are imposed or recovered by the Purchaser or its authorised person under any of the circumstances mentioned aforesaid or elsewhere in the Tender document.

56.7 Quantum of liquidated damage(s) and/or penalty 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 referred for arbitration.

56.8 **Delay Register:-**

For the purpose of imposing liquidated damage(s) and/or penalty (ies), record of delays/ penalty details shall be maintained in a register called "Delay Register". All the entries should be signed by designated officer of MTNL and the contractor. In case the contractor does not sign, a notice through Registered/ Speed Post and/or electronic communication will be sent to contractor in this regard. In the event the Contractor fails to respond the notice or if the response of the Contractor is not satisfactory, then the Delay Register shall be deemed to have been signed by the Contractor notwithstanding its failure to sign the same at the first instance. The decision of MTNL will be final and binding in this regard.

**57. Termination of Contract:**

57.1 In case the works are not being performed satisfactorily either in quality of work or in terms of rate of progress, due to the negligence/failure of the contractor, action may be initiated by GM (Transmission) on recommendation of concerned DGM's for termination of contract on the following lines:

(i) In case liquidated damage(s) and/or penalty(ies) has been imposed for 30 (Thirty) days or more in any Work Order and the quantum of work affected (LKM/DEL's) i.e. total work of such Work Orders exceeds 30% of allotment issued by MM Unit of GM (Transmission). The W.O. where LD/Penalty limit has gone to a maximum of 12%, in less than 30 (Thirty) days itself will also be accounted for this purpose.

(ii) In case liquidated damage(s) and/or penalty(ies) has been imposed for an amount of Rs. 45,000/- or more in any W.O., and the quantum of work affected (LKM/ DEL's) i.e. total work of such Work Orders exceeds 30% of allotment issued by MM Unit of GM (Transmission).

(iii) In case the W.O.'s have been cancelled/rescinded in full or in part and the quantum of work affected (LKM/ DEL's) i.e. total work of such Work Orders exceeds 30% of allotment issued by MM Unit of GM (Transmission). If the partly executed W.O. gets rescinded due to the negligence/ failure of contractor, full quantity as per W.O. shall be taken into account.

(iv) For the W.O.'s falling in above three categories, if at any stage the quantum of work affected (LKM/ DEL's) i.e. total work of such Work Orders, exceeds 30% of allotment issued by MM Unit of GM (Transmission).

57.2 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 Clause 56 above.

57.3 Firms registered with NSIC 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 besides taking recourse to other civil & criminal suits and other rights and also other punitive measures.

**58. 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 or any other agency or municipal board or 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 requires 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 of 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 regulations, by-laws and order provision as aforesaid.

**59. INDEMNITY:-**

59.1 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 resulting from any act or neglect of the purchaser, his agents, servants or other contractors, not being employed by the Contractor.

59.2 The successful bidder/contractor 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.

59.3 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.

59.4 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.

**60. E-Reverse Auction:**

Tender shall be considered for **E-Reverse Auction**. E-Reverse Auction would be conducted on Lowest price (L 1) price.

**All the bidders found to be techno-commercially responsive, 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. No. | 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 |
| 3.1 | Pre-defined Time-Duration | 05 minutes |
| 3.2 | Time-Duration of Automatic extension | 10 minutes |
| 3.3 | Maximum numbers of Automatic extension | 08 Automatic extension |
| 4 | Criteria of Bid-Acceptance | 'Beat on Starting last quoted Price', as well as,' Beat on Rank-1 Bid Value' |
| 5 | Entity–Start-Price | Final base price per unit to MTNL (Column no.BA 16 of online BOQ as per section X) |
| 6 | Minimum Bid-Decrement | 0.25.% (Value) of Final base price per unit to MTNL |
| 7 | Display of' Pseudo Identity 'of Bidders during bidding period | As per e-procurement portal https://eprocure.gov.in |
| 8 | Display of Bidder's own current Rank | As per e-procurement portal https://eprocure.gov.in |

**61. 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.

**62. Safety Hazard:**

The Successful Bidder shall ensure that any installation carried out by them under this project should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

## Section-V

## Section -V

## SCHEDULE OF REQUIREMENTS.

No definite volume of work to be performed can be guaranteed during the currency of the contract. However, the anticipated expansion program of Telecom System of MTNL, Delhi is as given below: -

**ANTICIPATED WORK**

| Sl. No. | Name of the work | Tentative Qty of work (in Km) | Approximate Cost of Work (Rs.) | E.M.D. @2% of estimated cost (Rs.) | Eligibility of Turnover of the bidder @ 30 % of estimated cost |
|---|---|---|---|---|---|
| 1. | O.F. Cable Laying by Trenchless | 220 | 7,79,72,500/- | 20,58,000/- | Rs. 3,08,70,000/- of any of three audited financial years 2016-17, 2017-18, 2018-19 and 2019-20. |
| 2. | O.F. Cable Laying by Rocky Trenchless | 05 | | | |
| 3. | O.F. Cable Laying by Open Trench | 15 | | | |
| 4. | O.F. Cable Laying by Open Trench Rocky | 15 | | | |
| 5. | O.F. Cable Laying through Duct | 05 | | | |
| 6. | Fitting/ Clamping of O.F. Cable | 100 | | | |
| 7. | Other Miscellaneous Allied works e. g. Carriage of cable drums and Handling charges, Laying Jointing of G.I. Pipe, Supply and placing of Hume Pipe/RCC pipes, End capping & coupling of HDPE Pipe, Construction of Conical Pre-fabricated RCC Chamber, Providing C.C. on culverts. | | 92,30,805/- | | |
| | | Total | 8,72,03,305/- | | |
| | | GST@18% | 1,56,96,594.9 | | |
| | | **TOTAL** | 10,28,99,900/- | | |

**Note 1:- The above quantities of work are tentative and may change depending upon actual requirement of MTNL, Delhi Unit.**

**Note 2:- Cable laying through trench less method in rocky area shall be done only with prior permission of ED, Delhi, MTNL.**

Signature of Proprietor/Director/Partner/Authorized Signatory

(Sh./Smt./Miss._____)

**DATED---------- .**

**(STAMP)**

**Section-VI**

**Specifications for O.F. Cable Laying by Trenching, Trench less, Rocky Trench less, Fitting/Clamping of O.F. Cable, Pulling of O.F. cable through ducts and Allied works for O.F. Cable**.

1.(a) Approximate Work of O.F. Cable Laying by Trenching, Trench less, Rocky Trench less, Buckey and DBC method, Pulling of O.F. cable through duct, Fitting/Clamping of O.F. Cable and Allied works for O.F. Cable in Transmission under the Jurisdiction of MTNL, Delhi:

| Sl. No. | Name of the work | Tentative Qty of work (in Km) | Approximate Cost of Work (Rs.) | E.M.D. @2% of estimated cost (Rs.) | Eligibility of Turnover of the bidder @ 30 % of estimated cost |
|---|---|---|---|---|---|
| 1. | O.F. Cable Laying by Trenchless | 220 | 7,79,72,500/- | 20,58,000/- | Rs. 3,08,70,000/- of any of three audited financial years 2016-17, 2017-18, 2018-19 and 2019-20. |
| 2. | O.F. Cable Laying by Rocky Trenchless | 05 | | | |
| 3. | O.F. Cable Laying by Open Trench | 15 | | | |
| 4. | O.F. Cable Laying by Open Trench Rocky | 15 | | | |
| 5. | O.F. Cable Laying through Duct | 05 | | | |
| 6. | Fitting/ Clamping of O.F. Cable | 100 | | | |
| 7. | Other Miscellaneous Allied works e. g. Carriage of cable drums and Handling charges, Laying Jointing of G.I. Pipe, Supply and placing of Hume Pipe/RCC pipes, End capping & coupling of HDPE Pipe, Construction of Conical Pre-fabricated RCC Chamber, Providing C.C. on culverts. | | 92,30,805/- | | |
| | | Total | 8,72,03,305/- | | |
| | | GST@18% | 1,56,96,594.9 | | |
| | | **TOTAL** | 10,28,99,900/- | | |

**Note: 1. The above quantities of work are tentative and may change depending upon actual requirement of MTNL, Delhi Unit.**

**2. The length consists of road/ rail/ canal crossing with or without HDPE pipe and also laying along road with or without HDPE pipe. Total length may vary depending on progress of work.**

(b) **ITEMS OF WORK**: The work of O.F. Cable laying in any area consists of many works as mentioned in schedule of rates which are to be carried out as per technical specifications. It should be clearly understood that no guarantee is given that all the items of work as shown in the schedule of rates will be required to be performed. GM (Transmission) shall have the right to make alteration, omission, addition & subtraction to items of works at any stage of work and the agency shall not have any claim/ compensation on account of it.

(c) **VOLUME OF WORK**: Subject as hereinafter mentioned, MTNL do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractors to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. MTNL will also have the exclusive right to appoint one or more contractors for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that MTNL may decide and no claim shall lie against MTNL by reason of such division of work.

(d) The contractor may be awarded work order in continuation if the performance of the contractor is satisfactory. The performance of the contractor shall be judged on the quality of work done in the area and complaint received from the public or other utility agencies like South/East/North Delhi Municipal Corporation/ PWD/CPWD/Railways/DDA/MES/Traffic Police/NDMC/BSES Rajdhani/BSES Yamuna/NDPL/ DTL/IGL/GAIL/DMRC/any other agencies, and the damages caused on the existing underground services.

(e) For damage and complaints, a damage register will be maintained by the work awarding authority **as per clause 6 (xii) of Section VI.** If the work awarding authority finds that performance of the contractor is not up to the mark, then no further work may be allotted.

## 2. SERVICES TO BE PERFORMED BY THE CONTRACTORS

### 2.1 Road Cutting Permission

(a) Latest utility code of conduct of MCD for procedure for road cuts of **South/East/North Delhi Municipal Corporation** shall be adhered strictly.

(b) The contractor will arrange Road cutting permission from **South/East/North Delhi Municipal Corporation/PWD/CPWD/Railways/DDA/MES/Traffic Police/Flood Control/NDMC/ Local Bodies /Any other agencies,** for that necessary authorization help will be given by MTNL. Whereas taking permission will be primarily responsibility of contractor and delay, if any on this account will be contractor's responsibility. The Regulatory charges for seeking permission to lay/ hang the O.F. cable shall be borne by MTNL and shall be paid directly to the concerned civic agency on production of Demand Note/invoice/bill in the name of MTNL from the concerned civic agency.

### 2.2 LAYING OF CABLES/PIPES:

**(A) Laying by trenching**:

(a) Trenching includes taking pilot pits at every 50 mtr or less along the route to a depth of 30 cm more than the standard depth to assess the presence of underground utilities/services, marking the route of the trench with rope and white `Chuna', actual trenching and stacking the excavated earth properly on both sides of the trench. No extra charges shall be claimed for taking pilot pits and marking the trench route. Digging of trenches should be made at **standard depths of 1.65 meters**. The depths may vary in places where underground pipes, electric mains come in the way, or in places specially required by the Mahanagar Telephone Nigam Limited due to any other reason. In such cases payment would be made as per the item 4 of schedule of rate.

Variations in the standard depth of the trenches (i.e. 1.65 meters) and in width (i.e. 0.45 meters) are permissible only with the prior approval of the Divisional Engineers. **Wherever there is variation in the standard depth, a specific certificate to this effect should be obtained on the bill from the DGM Concerned.**

(b) Ramming and consolidation of trench will be done in layers. After backfilling the trench for a depth of 20 cms, the soil should be rammed, watered and consolidated. This procedure should be followed for every 20 cms of depth. The trenches should be kept open till they are examined by the officers of Mahanagar Telephone Nigam Limited, and the Acceptance Testing unit.

(c) If the trenches are found settled by more than 1" afterwards within a period of 1 year, the contractor is to make up again with full compaction by re-backfilling/completion without any extra cost. If contactor fails to do so then MTNL will be at liberty to get it done from outside at risk and cost of the contractor.

(d) In case of Rocky Soil/Hard Rock, relaxation should be given by concerned GM. Laying cables at depths less than 1.0 mtr is not permissible. In case, where 1.0 mtrs depth could not be obtained due to physical constraints or other unavoidable circumstances, the work in such places should be carried out only with the prior approval of the Divisional Engineer. The payment in such cases will be made as per item of schedule of rates.

**In case where hard rocks is there but contractor is not able to dig the specified depth because of his own constraints, after obtaining relaxation approval from competent authority, the penalty for relaxed depth will be as under:**

(e) **Penalty Clause**:

For Example

(i) Dimension of trench to be excavated containing hard rocks in mtrs.
= 1.0 (L) X 0.45 (B) X 1.65 (D)

(ii) Dimension of trench excavated containing hard rocks in mtrs.
= 1.0 (L) X 0.45 (B) X 1.00 (D)
Volume of unexcavated Trench=0.2925 cubic meter
Payment for unexcavated Trench=0.2925x 549.50=Rs.160.70
Penalty to be imposed per cubic meters @10%=160.70 X 10/100=Rs.16.07
Penalty Amount of Rs.16.07 to be subtracted from the payment to be made per cubic meter for excavated trench =**Rs 247.28 – Rs 16. 07 = Rs 231.21**

**2.2(B) Laying by Trenchless Technology:**

(a) **General Work Description:**

Laying of cables of different types and sizes, in general including some or all of the following activities:

- Making arrangement for Horizontal Boring for cable only.
- Making Horizontal Boring for inserting casing pipe and laying cable through it ,
- Providing Nylon rope and End Cap, Rubber Cock, Coupler along with sealing of pipes.
- Lifting of cable from the cable store.
- Transportation of cables, empty cable drums and related store to & from the Central Store Depot/ Construction Officers Cable's store/Transmission Store located in Delhi will be the responsibility of the contractor.
- Closing of Pits within 24 Hours after completion of work as per specifications of the local bodies and to obtain satisfactory slip after restoration of work from local bodies. If the pit is found opened for more than 24 Hours, the construction–in-charge will impose penalty as per penalty clause.
- Splicing of cables.

(b) **Horizontal Boring and insertion of casing pipe:** -

Horizontal Boring and inserting casing pipe (material - HDPE of pressure rating 4kg/$cm^2$) along road and under railway/road/canals/streams crossing in all type of soil at prescribed depth, including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable; labour etc. and making all such necessary arrangements are under vendor's scope. Total job has to be completed within time schedule mentioned in work order.

The contractor shall supply "As Build Drawing" (ABD's) having details of the location, distance from any fixed structure and depth at every 5 Meter in level and location of Joint on soft and hard copy.

In this system of Cable Laying by Trenchless Technology following job specifications should be maintained:

(i) Guided boring/drilling technology is to be used.

(ii) GPR result will be handed over to Concerned Divisional Engineer/Construction-in-charge in both soft and hard copy.

(iii) The depth of boring should be such as to clear any underground utilities/obstacles. However, in no case the depth of boring be less than 1.7 m, from the road surface.

(iv) In Horizontal and Vertical boring, the system should be capable of going up to 10 meters below the ground level.

(v) In a shift of 8 hrs at least 300 meter of drilling longitudinal or 3 to 4 road crossings should be possible.

(vi) As far as possible cable should be laid in drum length and cutting of cable should be avoided while laying along road.

(vii) To access the pull back capacity the diagram of combination and actual number of pipes to be pulled shall be decided by Concerned Divisional Engineer/Construction-in-charge.

(c) **Trenchless work in rocky area shall be done only with prior approval of ED, Delhi, MTNL**

(d) **Ground Penetrating Radar Survey (GPRS) and damage to Telephone Cable and other underground services:**

(i) The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services.

(ii) The contractor shall carry out ground penetrating radar survey (GPRS) along the proposed cable route at his own cost to identify the underground services and for setting out the rules as directed by Construction Officer. The Construction Officer shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling.

(e) **Laying of Cable**

The O.F. cable laying work includes, handling of cable drums, laying cables in trenches or on bridges or on other structures, or through G.I. Pipes, RCC/HDPE pipes, tunnels or in ducts as required, fitting of pipes on/under the bridges for drawing cables, putting soft earth under/above the cables, placing warning bricks or stone/RCC slabs or RCC split pipes over the cables as required. While laying, the contractor should leave the cable ends (with 10-15 meters overlap) at a place free from obstacles to enable jointing works to be done at a later date.

In case of laying of Cable, the Contractor should take adequate precautions so that the cable is not damaged during laying.

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

1. Route diagram in EICHER map and where EICHER map is not there, the detailed diagram will be prepared by the contractor equal to the Eicher map scale.
2. Line diagram to indicate full details of cables/pipe/splice joints/joint positions/man holes/attributes etc.
3. All writing should be neatly stenciled or computer printout, **no free hand writing will be allowed.**
4. **The document must be submitted in spiral binding forms consisting RID, Line diagram, ABD & A/T certificate**.
5. The final bill should include the documentation work.

(f) **LIFTING OF CABLE.**

1. The Cable in drums will be handed over to the Contractor at cable stores. The Contractor is to lift the store from the store depot to the working site.
2. Guarding at work site to done by the Contractor.
3. At the time of laying, Jack and Wheel should be used so that the cable is not damaged.
4. In case of HDPE pipe, the Contractor will do jointing of pipe.
5. The Contractor is to make arrangements of water and power at the site of work.
6. Permission for laying is to be taken by the Contractor from appropriate authorities.
7. It is the responsibility of contractor for digging of test pit and restoration of the pits up to compacted back filling. The South/East/North Delhi Municipal Corporation/NDMC/PWD/CPWD/ DDA/other Local bodies' bills will be paid by the MTNL for doing final restoration to bring it to original surface. However Contractor shall obtain the necessary permission for digging/road cutting from these bodies without any extra cost.

**2.2(C) Deleted**

**2.2(D) Deleted**

**2.2 (E) Self Explanatory.**

**2.3** All other works mentioned in Annexure-II (Description of the items of works included in the Scheduled of base rates.

**2.4 DISPOSAL OF EMPTY CABLE DRUMS AFTER LAYING of O.F. CABLE.**

The contractor has to dispose off the empty cable drums on its own and the cost of empty cable drums will be recovered from Contractor's bills as shown below:

(i) O.F. cable drums Rs.150/- (each)

**3. STANDARDS FOR THE SERVICES TO BE PERFORMED BY THE CONTRACTOR:**

The contractor shall be able to carry out the work as per the standards given below: -

**(A) STANDARDS FOR TRENCHING**:

(i) Digging of all surfaces other than set stones, concrete beds, carriageways and rocky surfaces - 1600 mtrs minimum per day.
(ii) Digging of surfaces of set stones, concrete bed and carriage ways - 800 mtrs minimum per day.
(iii) Digging of rocky surfaces - 200 mtrs minimum per day.

**(B) STANDARDS, FOR O.F. CABLE LAYING:**

(i) Laying single O.F. cable in an acceptance tested trench 3200 meters per day.
(ii) Laying additional O.F. cables in same trench or pulling Cable in Duct 3200 mtrs per day per cable.

**(C)** The trenching & laying standards mentioned under (A) and (B) above have been fixed taking into consideration the time required for digging trenches, laying O.F. cables, and other allied /incidental operations. The contractor shall strictly adhere to the standards. The date of completion will be specifically mentioned in each work order by the MTNL based on the standards stipulated above. While fixing the date of completion, 7 days of tolerance period will also be allowed by SDE concerned.

**(D)** To ensure good progress during execution of works and to cause minimum inconvenience to the public, the contractor shall not dig trenches of more than 400 mtrs at a stretch for a particular work at a time. He shall lay the cable and close the trenches expeditiously. In case of laying up to two O.F. cables/ HDPE pipes in a trench by digging surfaces other than set stones, concrete bed, carriage ways and rocky surfaces, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open for more than 6 days. In case of laying up to two O.F. cables/ HDPE pipes in a trench, by digging set stones, concrete bed and carriage ways, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open for more than 9 days. However, if 3 or more O.F. cables/ HDPE pipes are to be laid in a trench, the contractor shall be permitted to keep the trench (of Maximum 400 mtrs stretch) open up to the number of days calculated as per the standard given above depending upon the number of cables to be laid in that trench, but not exceeding 3 weeks in any case. If cables are to be laid by digging rocky surfaces, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open more than 3 weeks.

**4. RECOVERY OF CABLES**:

The contractor shall have to recover cables from underground, whenever he is called upon to do so by the Mahanagar Telephone Nigam Limited, Delhi. The contractor shall coil the recovered cables in lengths of 50 mtrs or more and arrange for the transportation to the local construction store dump indicated in the work order. In all routes where recoveries of cable are proposed simultaneously with laying of new cables, the recovery shall be done first.

**5. Diagram of laid Cables:**

Diagram of duly laid cables along with location of joints (marked in three dimensions). One soft copy and Five hard copies are to be supplied by the contractor to the MTNL.

**6. DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:**

(i) The contractors shall carry out all items of services assigned or entrusted to them by the DGM (Transmission) or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Deputy General Manager (Transmission) or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the schedule of rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the schedule. The contractors shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as they possess in the conduct of their activities.

(ii) The contractors shall engage competent and adequate staff and labour to the satisfaction of the DGM (Transmission) or an officer acting on his behalf for ensuring efficient handling and transport of cables etc., and furnishing correct and up to date position/information/progress of work/statements and accounts. The contractor shall be responsible for good conduct of their employees and shall compensate purchaser for losses arising from neglect, carelessness, want of skill, or misconduct of themselves, their servants, or agent(s) or representative(s). The DGM (Transmission) shall have the right to ask for dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by the neglect and misconduct etc., of the contractor, their servants, or agent(s), or representative(s), shall be final and binding on the contractor.

(iii) **Road cutting permission:**

**The contractor will arrange Road cutting permission from South/East/North Delhi Municipal Corporation/PWD/CPWD/Railways/DDA/MES/Traffic Police/Flood Control/ NDMC/Local Bodies/Any other agencies for that necessary authorization/help will be accorded by MTNL.**

(iv) It is obligatory for the contractor to have **supervisor of highly skilled category** at all working sites of trenching, cable laying & trenchless work etc. He should be able to measure and record the optical fiber cable laying data and hand over the same to MTNL during/after work completion.

(v) The Contractor on receipt of work order shall intimate the DGM (Transmission) or an Officer authorized to act on his behalf, the name of the one or more responsible representative (s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representatives to call at the office of the MTNL officer or an officer acting on his behalf and generally to remain in touch with them, to obtain information about the program of work and change if any.

(vi) The Contractors shall take adequate steps and necessary precautions to avoid wastage and damage to cables etc. during the loading/unloading of truck/carts/any other transport vehicle at the work sites or any other loading/unloading point. The contractors shall be liable for any loss which MTNL may suffer on account of their not being properly handled. The decision of the DGM (Transmission) regarding such loss shall be final and binding on the contractors.

(vii) The contractor will, during the period of this contract, or until this contract is terminated, carry out at his own expenses by means of laborers, digging/cable pulling tools, winches, caution boards, barricades, caution tapes, pumps, generators, Roding device for ducts etc. and all trenching, O.F. cable laying and O.F. cable pulling through manholes and ducts and other connected works as described in the tender document.
The contractor shall promptly carry out all works referred to above within the time specified in the work order. Therefore the work shall be proceeded with all due diligence.

(viii) The contractor shall execute all the items of works mentioned in the work order for each work in the most efficient and workmanship manner both in terms of quantity and quality in strict accordance with the instructions given to him from time to time by MTNL.

(ix) All works, whether in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the MTNL. The trenches dug by the contractor shall not unless specifically directed, be covered up before inspection and measurement by the MTNL. If any defects in the said works or any damage to utilities of other civic agencies are discovered during the currency or on expiry of the contract, the contractor shall forthwith repair and remedy the same at his own cost in such manner and within such time as may be directed by the MTNL.
In case the defects are of such nature that, in the opinion of the MTNL, it is not possible to be repaired, the contractor shall do the work once again afresh to the entire satisfaction of MTNL without any additional charges.
After laying cable/HDPE pipe etc. and before backfilling the trenches the contractor as directed by Civic Authority/Local bodies has to ensure that no damage has been done to their utilities and certificate of that effect should also be taken.

(x) The contractor has to inform the concerned authority of other utilities in writing to inspect the site to see that no damage has been done to their utilities. A certificate is to be obtained to that effect from the concerned authorities by the contractor. If the contractor does not intimate concerned authority to arrange inspection and concerned authority reports any damage to their utility at later date, the same will be borne by the contractor. In case any surplus earth is there, it should be disposed off. The contractor shall not charge any extra amount for traveling or O.T. allowances for the persons employed by him. He shall not be entitled to get compensation for any damage or losses that may suffer in the course of execution of work. He will not be entitled to get any extra amount for the loss or deterioration of materials used by him.

(xi) The contractor shall be wholly and solely responsible for the proper preservation and safe custody of all the materials handed over to him in the course of execution of works under the contract till the work is completed in all respects according to the terms & conditions and is made over to the ultimate user. A faithful account of all the material used in the work should be submitted to the MTNL. The contractor shall be liable to return all the materials found to be surplus or remained unused within two weeks of completion of work.

(xii)(i)The contractors shall be liable for all costs, damages charges and expenses suffered or incurred by the MTNL and other utilities or private property due to the contractor's negligence and un-workmanship like performance of any service under the contract or breach of terms thereof or their failure to carry

out the work with a view to avoid damages, and for all damages or losses occasioned to MTNL or in particular to any property or plant belonging to MTNL or other utilities or private property due to any act whether negligent or otherwise of the contractors themselves or their employees. The damages are like damage to MTNL underground cable, curbstone etc., electrical cable, water pipes, traffic signs and signals, damage to private property and their equipment. The details of all damages caused by contractor shall be entered in a register called **`damage register'** which is maintained at the office of MTNL officer concerned. This should be signed by MTNL officer and contractor. The decision of the DGM (Transmission) regarding such failure of the contractors and their liability for the losses etc. suffered by MTNL shall be final and binding on the contractors.

(xii)(ii) **Insurance**

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the MTNL & the Contractor with **any of the subsidiary of the General Insurance Corporation of India** in such a manner that the MTNL and the Contractor are covered for all the time during the period of Contract the time period allowed for the completion of work, extended period and the defect liability period. The insurances shall be effected in accordance with the terms approved by the MTNL and the **Contractor shall submit the copy of Insurance policies to DGM (TX-MM) within one week of signing of the Agreement along with the copy of receipt of premium payment. The Contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any**. The insurance shall cover the following:-

**(a) Contractor's All Risks Insurance**

The Contractor shall insure the Work for a sum equivalent to **50% of the Contract value** which will remain **valid for the whole term of contract periods (plus extended period if any)** and protect the interests of the MTNL against ALL RISKS, claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the Work for which the Contractor is responsible under the Contract, shall be protected.

**(b) Workman Compensation Employers Liability Insurance**

The insurance shall be effected for all the Contractor's employees engaged in the performance of the Contract and/or any third person who may incidentally or accidentally get involved during execution of the project. The MTNL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person whether or not in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the MTNL, against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof. The contractor must insure all the labour and employees engaged by him as per the provision of current Workman Compensation Act.

**(c) Third Party Insurance**

The Contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the MTNL, or being executed or procured being procured by the other agencies within the premises of all work of the MTNL, if such loss or damage is due to fault or negligence or willful acts or omissions of the Contractor, his employees, agents, representatives.

The Contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to MTNL, or any third party including overhead and underground cables and in the event of any damage resulting to the property of the MTNL, or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the MTNL or ascertained or demanded by the third party, shall be borne by the Contractor.

**(d)** Before commencing the execution of the work, the Contractor, shall insure and indemnify the MTNL, of all claims, against the Contractor's liability for any material or physical damage, loss or injury which may occur to any property, including that of the MTNL or to any person including any employee of MTNL or arising out of the execution of the Work or in the carrying out of the Contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor, would be entitled to receive indemnify under the policy being brought or made against the MTNL, the insurer

willfully indemnify MTNL, against such claims and any costs, charges and expenses in respect thereof.

**(e)** Deleted

**(f)** The Contractor shall also at all times indemnify the MTNL against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workman's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and The Delhi Building And Other Construction Workers, Welfare Cess Act 1996 or any modification thereof or any other Law relating thereof and rules made there under from time to time.

**(g)** Contractor shall also at his own cost carry and maintain all other insurances which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by the Engineer-in-Charge.

**(h)** The Contractor shall prove to the satisfaction of Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

**(i)** The aforesaid Insurance policies shall provide that they shall not be cancelled till the Engineer-in Charge has agreed for cancellation.

**(j) Remedy on the Contractor's Failure to Insure**

If the Contractor shall fail to effect and keep in force the insurance referred above or any other insurance which may be required to effect under the terms of the Contract then and in any such case Engineer-in-Charge may, without being bound to effect and keep in force any such insurance, and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Engineer-in Charge from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

(xiii) MTNL shall be at liberty to reimburse to themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to contractor's negligence and un-workmanship like performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the contractors under this or any other contract with MTNL. In the event of the sum, which may be due to MTNL as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in clause 4 of Section-III. Should this sum also be not sufficient to cover the full amount claimed by the MTNL the contractors shall pay to MTNL on demand the remaining balance of the aforesaid sum claimed.

(xiv) In the event of default on the part of the contractors in providing Labour, Trucks, Tools etc. and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of GM (Transmission), MTNL shall without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractors a sum, which will be a part of the default as the DGM (Transmission) in his absolute discretion may determine and the decision of the GM (Transmission) on the question whether the contractor have committed such defaults or have failed to perform any of such services efficiently are liable to pay compensation and as to the quantum of such compensation shall, subject to approval of the ED, MTNL be final and binding on the Contractors.

(xv) The cost of such repairs will be recovered from the contractor. The decision of the concerned DGM (Transmission) regarding such failure of the contractors and their liability for the losses etc., suffered by MTNL shall be final and binding on the contractors.

(xvi) That the contractors will keep a proper record for the work allotted and the work executed against the quantity assigned by MM Unit of GM (Transmission) for which payment is liable to be paid. No payment will be liable to be paid for the work done beyond the allotted quantity by MM Unit of GM (Transmission).

(xvii) The Contractor will be required to transport Cable drums from Store godowns to works sites. These store godowns can be in the NCT Delhi.

(xviii) To ensure speedy progress of execution of the work, without causing undue inconvenience to the public, the contractor shall normally dig trenches of not more than 400 meters at a stretch for a particular item of work order at any given time. He shall lay O.F. cable/HDPE pipes and close such trenches as expeditiously as possible. In case of laying up to two O.F. cables/HDPE pipes in a trench by digging surfaces other than set stones, concrete bed, carriage ways and rocky surfaces, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open for more than 6 days. In case of laying

up to two O.F. cables/HDPE pipes in a trench, by digging set stones, concrete bed and carriage ways, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open for more than 9 days. However, if 3 or more O.F. cables/HDPE pipes are to be laid in a trench, the contractor shall be permitted to keep the trench (of Maximum 400 mtrs stretch) open up to the number of days calculated as per the standard given above depending upon the number of cables to be laid in that trench, but not exceeding 3 weeks in any case. If O.F. cables/HDPE pipes are to be laid by digging rocky surfaces, the contractor shall not keep a trench (of a maximum 400 meters stretch) open for more than 3 weeks.

**(xix). The contractor will be responsible for proper temporary reinstatement of surface after the cable/HDPE pipe laid so that no damage occurs to the vehicles or pedestrians passing by. Any damage occurring to any person or his/her life or property or authority, shall be made good by the Contractor. He should also arrange to install trench barricades, traffic road signs, reflectors, information boards, warning signals, and red lamps at night, at the ends and sides of the trenches as per standards and maintain them properly. Surplus earth and road spoils must be removed within 48 hours of the completion of the work to the satisfaction of the local authorities concerned.**

(xx) The contractor shall comply with police, municipal and other regulations and orders relating to such works outlined in the Inter utility Code of Conduct at Annexure –1 of Part-D.

(xxi) The contractor should be having a valid licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the contract.

(xxv) Before closing the trenches, the contractors have to give notice to the officer in- charge for test checking the depth of trench, brick laying (i.e. longitudinally or transversally) and laying of cable lengths, pipelines etc. and all these aspects are to be got tested/checked as per norms by SDE/JTO concerned being the supervisory officer of the work and further test checks as per existing norms to be carried out by other higher supervisory officers shall also be got done by the contractors and in case the trench is closed without any such test check, the contractor is liable to get it reopened at his cost and got test checked without claiming any extra expenditure and is also liable to be warned by the officer concerned.

(xxvi) Safe custody of the materials (Cables, Pipes etc.) supplied to the contractor by the department shall be the responsibility of the contractor. Any loss of material due to theft, damage, wastage or for any other reason shall be recoverable from the bills relating to work concerned or any other works being carried out by him for MTNL. The material once passed by the department to the contractor for work purposes shall be deemed to be in the safe custody of the contractor until and unless the same is installed /laid and acceptance tested or returned unutilized with full details of account of utilization.

(xxvii)The contractor is totally and uncompromisingly responsible for ensuring safety and security of cables/pipes already laid or existing pertaining to MTNL or any other department while digging the trench and the contractor is liable for any damage and recovery of compensation thereafter.

(xxviii) All O.F. Cable should be taken over/ made over with proper testing.

**(xxix)The contractor should meet the requirement of monitoring and protecting the existing utilities and site feature**.

The contractor should verify and confirm on site the location of all utilities before commencement of any work. He should prepare a detailed utility map along the pipeline route and submit a copy to the department /engineer. He should also submit a detail plan on how he proposes to monitor the utilities and other structures to ensure that it would not be affected during the work. The contractor shall also plan well ahead and submit details to the client of any traffic diversion or utility diversion required during the execution of the work. Contractor shall also obtain the necessary approval for such diversions from the relevant authorities before commencement of work.

(xxxi) **SUPPLY OF STORES and TOOLS AND THEIR SAFE CUSTODY:**

(A) For each Work Order, the MTNL officer, MTNL Delhi Unit will arrange to provide the CONTRACTOR:

(a) Cables to be laid - in general, this will be supplied in cable drums.
(b) HDPE pipes, coupler, end cap, Rubber Cock - MTNL will supply these items. But the contractors will do jointing job by these items.
(c) Sealing of Pipes by heating to be done by contractor,

(B) Generally, the cables in drums and other Stores required for execution of a Work Order would be handed over and delivered to the CONTRACTOR at the Circle/Division Store, Dump/Depot for which the CONTRACTOR will have to give a proper receipt.

(C) For all stores handed over and delivered to the CONTRACTOR, the CONTRACTOR shall be wholly responsible for:-

(a) Transportation to work site,

(b) Proper care (Insurance to be done by the contractor) and

(c) Safe custody of stores during execution of the works till the work completes in all respects according to the terms and condition of the Work Order.

(D) The CONTRACTOR must return the stores found in excess after completion of work Order with an account of the stores issued and utilized.

(E) The CONTRACTORS should use caution boards and red lights at the site to avoid accident.

(F) The CONTRACTOR must make necessary arrangements for safe custody of his tools / gadgets.

(xxxii) **ACCOUNTS:**

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit and counter-signature by GM (Transmission) or an officer acting on his behalf, including the Accounts and Audit Officers. The contractors shall be responsible to produce the same at time and place, as may be directed by the GM (Transmission).

(xxxiii)**TOOLS AND MACHINERY:**

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 charge the requisite number of persons with the means and material necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and de-gasification of the ducts before carrying out the 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. If the contractor failed in doing so, the same may be provided by the Engineer-in charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

**8.** In every case in which by virtue of the provision of the Workmen's Compensation Act, 1923, MTNL is obliged to pay compensation to a workmen employed by the contractor in execution of the contract, MTNL will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of MTNL under the said Act. MTNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by MTNL to the contractor whether under this contract or otherwise.

**9.** (a) The successful bidder should ensure compliance of obligations pertaining to various provisions regarding amenities and benefits as prescribed under Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Rules.

(b) The bidder should ensure that annual returns as prescribed under the said act be submitted within time to the prescribed authority in the prescribed form.

**10. Under depth permission for any type of work shall be given by DGM and above rank officer only.**

**11. The trenchless work in rocky soil/hard soil shall be done by the Contractor only after getting approval from ED, Delhi, MTNL.**

**12. (i) In case jointing/splicing is to be done by contractor, it shall be with the approval of GM Transmission).**

**13. SPECIFICATIONS FOR MATERIAL**

(i) RCC Split/Semi circular spun pipes 150 mm & 250 mm internal dia. 25 mm thick and one meter long

(a) RCC split spun pipe 150 mm I/D 1:2:3 (1 cement, 2 Coarse sand, 3 grit of 3/8" i.e. 10 mm Size) volume controlled concrete, with reinforcement 0.6 kg mild steel bend in semi circular ends, welded to longitudinal bars electrically and 0.15 kg hard drawn wire bound circumferentially forming reinforcement cage.

(b) RCC split spun pipes 250 mm I/D 1:2:3 (1 cement, 2 Coarse sand, 3 grit of 3/8" i.e. 10 mm Size) by volume controlled concrete) with reinforcement. 0.650 kg. mild steel bend in semi circular ends welded to longitudinal mild steel bars electrically and 0.250 kg. hard drawn wire bound circumferentially forming reinforcement cage.

Aggregate i.e. sand grit conforms to IS - 383-1970 (Reaffirmed 2002), concrete conforming to IS -456 of 1964. Mild steel conforming to IS 432 part I: 1982 and hard drawn wire conforming to IS- 432 part II 1982 (Reaffirmed 2004).

(ii) **RCC Pipes**

Specifications of RCC spun pipes ISI marked and jointing of RCC pipes.

RCC pipes should be ISI marked and conforming to ISI specification No. 458/2003 table 2 class NP 2 light duty non pressure of sizes 150 mm dia, 250 mm dia and 300 mm dia. If two or more lengths of RCC pipes are to be laid, these will be jointed by collars with port-land cement coarse sand mixture ration 1:6 by volume.

(iii) Jointing of G.I. Pipes

Jointing of pipes includes:

(b) The inside of the sockets and the screwed ends of the pipe must be oiled and smeared with white or red lead.
(b) It should be wrapped around with a few turns of fine spun yard round the screwed end of the pipe.
(c) The end shall then be tightly screwed in the socket with the pipe wrench.
(d) Any thread exposed after jointing should be painted with anticorrosive paint to prevent corrosion.

(iv) Sand for filling work

Natural sand is found as a result of disintegration of rocks, which is deposited by streams or glacial agencies. Sand may be obtained from riverbeds or from pits.

**14. <u>Technical Specifications for documentation work of O.F. Cable network.</u>**

Following Guidelines are to be followed for documentation work of the O.F. cable network.

(a) Indicate the cable route diagram in Eicher map and where Eicher map is not there, the detailed route diagram will be prepared by the contractor equal to the Eicher map scale.
(b) Line diagram to indicate full details of cable/ Splice joints/joint position/manhole/attributes.
(c) All writing should be neatly stenciled or computer printouts, no free hand writing will be allowed.
(d) All roads, General buildings or property lines shall be named in the diagram.
(e) The paved and footpath lines, poles or other permanent structure shall be shown in the diagram.
(f) Five hard copies of the cable route diagram shall be prepared along with soft copy (in physical form i.e. CD, DVD etc.).

The documents must be submitted in spiral binding forms consisting Route Index Diagram (RID), Joint location diagram, As Build Drawings (ABD) and A/T certificate.

**Route Index diagram (RID)** - This diagram shall consist of cable route details drawn to scale with prominent land mark and alignment of cable with reference to road.

The Route Index Diagram will contain:

- Colour, size and number of HDPE pipes laid.
- Make and Size of the O.F. cable.
- Offset of the cable from center of the road and some other fixed structure on the side of the road at every 5 Mtr.
- Depth profile of the cable at every 5 Mtr.
- Important landmarks to facilitate locating the cable in future.
- Location of joints of HDPE pipes and pulling points on the routes.

**Joint location diagram-** This diagram will contains the information of:

- Geographical location of all the joints
- Depths of Joint Chamber cover from ground level.
- Type of Joint Chamber (Pre-Cast/Brick)
- Length of O.F. cable kept inside the joint chamber from either direction.

All the diagrams shall bear the signatures of contractor/authorized signatory, the Engineer-in-charge as a proof of accuracy of the details. The document must be in A-4 size spiral binding forms. The cover shall have following details.

- Name of cable route
- PE/DE No.
- Name of contractor
- Date of commencement of work

- Date of completion of work

Note: Documentation charges shall be paid to the contractor on receipt of Soft and Hard copies of the documentation of route diagram as mentioned above.

**15. Technical SPECFICATIONS FOR HARD RUBBER COCK; END CAP, DIA COUPLING, WIRE MASH.**

**(a) HARD RUBBER COCK.**

Rubber cork made of hard rubber with grooves and holes to fit in 40 mm O.D of the HDPE PIPE. It should weigh 65 grams (subject to tolerance of +/- 5%) and for 6 Kg/cm2.

**(b) End Cap.**

The end cap shall be manufactured from high-density polyethylene Material coloured black for 40mm HDPE pipes. It shall weigh 15 grams (Subject to tolerance of $\pm$ 5%) and it should withstand a pressure of 10Kg/sq.cm. It should have a hook big enough to tie a 4mm dia. nylon rope.

**(c) 75 mm /40 mm DIA HDPE Pipe Coupling.**

The jointing socket shall be manufactured from High Density Polyethylene as per IS-4984-1995(Reaffirmed 2002) and coloured black. The "O" Ring shall be filled with hard rubber rings at both ends of coupling. The socket shall be treated for pressure of 10 Kg/sq.cm. It shall weigh 75 gms (subject to a tolerance of $\pm$ 5%) confirming to design and specification.

**(d) WIRE MASH: 1cm x1cm.**

**16.** The variation in depth & diameter of conical manhole, if any, due to site constraints which may necessitate reduction in number of rings also shall be allowed only after prior approval of DGM and above. In such case, rates shall be payable at pro-rata basis.

**17. AUDIT AND TECHNICAL EXAMINATION:**

(i) MTNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for MTNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by MTNL to the contractor.

(ii) Provided that MTNL shall be entitled to recover any sum overpaid, and the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **DGM (Concerned)** or his subordinate officer.

(iii) Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the MTNL for the payment of a sum of money arising out or under any other contract made by the contractor with the MTNL.

Signature of Proprietor/Director/Partner/Authorized Signatory

(Sh./Smt./Miss._____) with Seal

Dated ……

**Annexure-I**

**SCHEDULE OF BASE RATES OF O.F. CABLE LAYING BY**

**TRENCHING, TRENCHLESS, ROCKY TRENCHLESS, PULLING OF O.F. CABLE THROUGH DUCT, FITTING AND CLAMPING OF O.F. CABLE, AND ALLIED WORKS FOR O.F. CABLE**

**A. TRENCHING AND TRENCHLESS METHOD**

| Sl.No | ITEM | UNIT | Base Rates (In Rs.) |
|---|---|---|---|
| 1. | Excavating trenches of different lengths for laying HDPE/G.I. pipes **in all type of surfaces and all types of soils (except rocky)** in Lane, Road, Footpaths and covering the laid HDPE/GI pipes with soil recovered from excavations in layers not exceeding 20Cms. and consolidating each layer by ramming, watering, and leveling it as per direction of the Engineer in charge. Cost of laying HDPE /GI pipe shall be extra.<br>Width 0.45 M, Depth 1.65M | Per Meter | 200.40 |
| 2. | **Trenching and reinstatement in rocky soil in Lane, Road, Footpaths**<br>**For Development Works:**<br>Width 0.45 M and Depth 1.65 M | Per Meter | 283.35 |
| 3.(a) | Reduction in depth in trench excavation for 20 Cm and part thereof. | | Rate on prorata basis will be allowed with approval of concerned DGM. |
| (b) | Extra for additional depth in slab of 20cm or part thereof | | |
| 4. | **Width Variation:** | | |
| | **For Development Works:**<br>Width variation of 20 cm to be allowed with the permission of DGM (TX)<br>**No more width variation beyond 20 cms shall be allowed.** | | Rate on prorata basis will be allowed with approval of concerned DGM (Trans.). |
| 5. | Laying, jointing with collar and adhesive (ISI MARK) and leveling 75/40 mm dia HDPE in trench Pulling pilot nylon rope (To be provided by contractor). | Per Meter | 3.00 |
| | In HDPE before reinstatement Jointing should be watertight. Material to be Supplied by the Contractor Except HDPE Pipe. | | |
| 6. | Laying jointing and leveling of 100 mm dia GI pipes in trench. Material to be supplied by the MTNL, ND. | Per Meter | 5.00 |
| 7 | Laying jointing of 150mm/250mm RCC pipes in Road crossing, dry culverts/streams. Items 8 to 10 are also include collection and Transportation of all types of pipes and all Accessories from unit stores to work sites. | | |

| | | | |
|---|---|---|---|
| | 150 mm | Per Meter | 2.80 |
| | 250 mm | Per Meter | 4.70 |
| 8. (a) | Pulling of O.F. Cable through HDPE pipe/Main Duct | Per Meter | 3.00 |
| 8. (b) | Laying of O.F. Cable by blowing method | Per meter | 5.00 |
| 9. | Laying 40 mm/32 mm sub ducts in the main duct of 110 mm dia along with nylon rope in sub duct and then pulling the "O.F. cable" through 40 mm/32 mm sub duct. (Rope provided by Contractor). | | |
| 9.(i) | Laying each sub duct | Per Meter | 6.40 |
| 9.(ii) | Laying O.F. Cable through each sub duct by pulling | Per Meter | 3.00 |
| 9.(iii) | Laying O.F. Cable through each sub duct by blowing | Per Meter | 5.00 |
| 10. | Laying 4 mm pilot nylon rope in 110 mm main duct (Rope will be supplied by Contractor) | Per Meter/pipe | 1.35 |
| 11. | Supplying & placing RCC Hume pipe in trenches | Per Meter | |
| | Up to 2 inch deep | | |
| | (a) 150mm dia | | 212.80 |
| | (b) 250 mm dia | | 264.70 |
| | One collar of appropriate size neither loose nor tight will be supplied for each Hume pipe and its cost shall be included in the cost of RCC pipe) as per specifications given in the tender. | | |
| 12. | Supplying and placing above HDPE pipes, split pipe/semicircular split pipe. | Per meter | |
| | (a) 150mm dia | | 170.00 |
| | (b) 250 mm dia | | 187.50 |
| 13. | Cleaning of main duct of 110mm dia | Per Meter/pipe | 1.00 (Main duct/HDPE) |
| 14. | Jointing of cable wherever required by spicing Machine (Splicing machine along with Vehicle and tools etc. will be arranged by the Contractor himself and the jointing kit will be Supplied by the MTNL New Delhi | | |
| i) | For 12 Fiber O.F. Cable | Per Joint | 1540.00 |
| ii) | For 24 Fiber O.F. Cable | Per Joint | 2310.00 |
| iii) | For 48 Fiber O.F. Cable | Per Joint | 3080.00 |
| iv) | For 96F Fiber O.F. cable | Per Joint | 4970.00 |

| | | | |
|---|---|---|---|
| 15 | **Chiseling of rocks** | | |
| | This item include, breaking of rocks by chiseling, Hammering or by any other means making the Rock suitable to excavate it. The payment of chiseling of rocks will be 50% of excavated volume measured by stacking the excavated stone (as per CPWD manual volume-I). The rates for remaining excavated trenches (after deducting volume of chiseled rocks) will apply same as per the actual soil condition. | Per Cu. Meter | 549.50 |
| 16. | Construction of Conical Pre-fabricated RCC Chamber of Dimensions as given in Annexure-II | Per Chamber | 8000.00 |
| | Clamping (including cost of clamp and labour) of Fiber roll in manhole with clamp of 4" width and 2mm thickness and 6" dia. | Per Clamp | 110.00 |
| 17. | Providing cement concrete 1:2:4 at Wheel guard of bridge/culvert over the pipe or in the trench for protection, item includes cost of material and standard curring, shuttering etc., G.I pipe will be supplied by the MTNL (30X30 Cms.) Transportation from store included | Cu Mtr. | 5335.25 |
| 18. | Providing cement concrete 1:2:4 at over the HDPE PIPE with wire mesh or in the trenches for protection, Where the depth is less than 120 cms. Item include cost of the material, standard curring, shuttering etc., Wire mash will be supplied by the contractor (Concrete as per specifications). | Cu Mtr. | 6669.00 |
| 19. | Documentation shall be prepared by the contractor, giving full details in 5 Copies. The index diagram will contain the approved cable schemes which will be approved by SDE /DE in-charge. | | |
| 20. | **Documentation will contain:** | | |
| a. | Soft Copies | Per Meter | 0.50 |
| b. | 5 Copies of Cable route diagram, RID with line diagram and joint positions. All tracing and print shall be on good quality paper**.** | Per Meter | 0.50 |
| 21. | Horizontal Boring after GPR for along across the road at the minimum depth of 1.65 meter. GPR is to be done by the contractor prior to start of the work and results after analysis to be supplied to DE in charge in hard and soft copies. | | |
| a. | Bore size up to 145 mm | | |
| | (i) All type of soil except Rock | Per Meter | 235.00 |
| | * (ii) Rocky soil/Hard Rock | Per Meter | 1645.00 |
| b. | Bore size up to 200mm to 300mm | | |
| | (i) All type of soil except Rock | Per Meter | 310.20 |

| | | | |
|---|---|---|---|
| | * (ii) Rocky soil/Hard Rock | Per Meter | 1645.00 |
| 22 | Laying of HDPE pipe after Horizontal boring. (Transportation from store by contractor) | | |
| | a) Up to 3 pipes. | Per Meter | 3.50 |
| | b) More than 3 Pipes to 6 pipes | Per Meter | 7.00 |
| 23 | Coupling of Pipes (Coupler to be supplied as per spec. by contractor.) | Per No's | 8.00 |
| 24 | Rope Laying in the pipes. Rope to be supplied as per spec. by contractor. | Per Meter | 3.00 |
| 25 | End capping of the pipes. Cape to be supplied as per spec. by contractor. | Per No's | 2.00 |
| 26 | Sealing of Pipes. (By Heating) | Per No's | 1.00 |
| 27 | Laying of G.I. Pipe on Nalla portion, Bridge & Culverts, Pipe supplied by department. (Transportation from store Inclusive) | | |
| | a) Up to 110 mm | Per Meter | 10.00 |
| | b) Up to 250mm | Per Meter | 15.00 |
| 28 | Supplying & Laying of RCC Pipe (ISI mark) on Nalla portion, Bridge & Culverts, including collar & end caping with concerning. | | |
| | a) 100mm | Per Meter | 210.00 |
| | b) 150mm | Per Meter | 240.00 |
| | c) 250mm | Per Meter | 300.00 |
| 29 | Drawing/Laying of O.F. Cable through HDPE Pipe (Transportation from store by contractor) | | 3.00 |
| 30 (a) | Laying of cable in corridor/riser of building along with clamps/cable ties (Supplied by contractors) | Per Meter | 10.00 |
| 30 (b) | O.F. cable pulling & fixing of pipe at GSM/CDMA BTS site/Exchange Bldg./Subs premises from ground floor to top of the bldg./any part of the bldg. Through & fixing of pipe | | |
| | (i) G.I. Pipe up to 4" dia | Per meter (clamp at every Meter) | 40.00 |
| | (ii) HDPE pipe up to 50 mm | --do-- | 30.00 |
| | (iii) Tuflex pipe up to 25 mm | Per meter (3 clamp in every meter) | 30.00 |

| | | | |
|---|---|---|---|
| | **Note: Every type of pipe will be provided by MTNL, clamps of good quality G.I. sheet with thickness/width not less than 5 mm/30 mm will be provided by contractor.** | | |
| 31 | Providing working environment, dewatering and cleaning of duct manhole. Rate per type of manholes | Per manhole | |
| a) | II type | | 86.80 |
| b) | III A type | | 177.80 |
| c) | III A I or III B type | | 224.00 |
| d) | Hand hole type I | | 9.00 |
| e) | Hand hole type II | | 22.40 |

***NOTE: The trenchless work in rocky soil/hard soil shall be done by the Contractor only after getting approval from ED, Delhi, MTNL.**

**Annexure-II**

**DESCRIPTION OF THE ITEMS OF WORKS INCLUDED IN THE SCHEDULE OF BASE RATES AT ANNEXURE-I**

The jobs described herein are as per details given in terms and conditions of NIT.

Bidder will quote a single percentage above or below up to 2 places of decimals for trenching & O.F. cable laying. The percentage quoted will be applicable on all the rates and material, which may be supplied for execution of this contract. It means charges payable for all items including material will be above or below the rates specified in this schedule by the same percentage only. The quotations i.e. percentage above or below will be mentioned on this Annexure only at the place provided and contractor will sign all pages in token of having noted these rates correctly.

It should be clearly understood that MTNL is not bound to award works in respect of all items specified in the schedule of rates. MTNL will award work in respect of those items only which are necessary in view of MTNL Contractor will not have any claim to refuse work on this account. MTNL has the option to procure material either from contractor or from other sources. However, contractor will not be bound to supply the material in respect of those works, which have not been awarded to him.

**A of Annexure-I**

**1. TRENCHING IN ALL TYPES OF SOIL:**

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

**2. EXCAVATION IN ROCKY SOIL:**

This item includes excavation in rocky soil (where blasting is not permitted) requiring Chiseling, where layer/layers of stone pieces comes under main surface of kachha, asphaltic or C.C. in Lane, Road, Footpaths covering of the HDPE PIPE/cables with consolidated thick layer of 15 cm of soft earth which should be free from stone or other sharp objects and afterwards back filling of trenches with suitable excavated earth in layers not exceeding 20 cm each ramming and watering, dewatering of water coming from any source ,and protecting the existing services like, telephone cables, electric cables, sewer lines, water lines etc., pilot fencing, lighting, watching, till the closure of the trench, stacking of serviceable material, if any, & disposal of surplus excavated material up to dumping ground. The contractor shall have to provide shoring wherever necessary in case the depth of trench is more than 1.65 mtrs.

**3 & 4. Same as Item No. 1 & 2 above.**

**5. LAYING OF HDPE PIPE AND ACCESSORIES**

After trenching is over, HDPE pipes will be provided by MTNL and other items sockets, spacers and nylon rope should be provided by the contractor. The 3 spacers are used for 5 m length of HDPE pipe. The soft soil should be put and compacted between the layers of HDPE pipes and over the top layer 15 cm soft soil should be laid. The pipes should be sign written with white paint supplied by the contractor. The nylon rope should be put in the pipes simultaneously. Contractor will provide items like Hard Rubber Cock, End Cap, HDPE Pipe Coupling and Wire Mash.

**6. JOINTING OF G.I. PIPES**

**Jointing** of pipes includes:

(i) The inside of the sockets and the screwed ends of the pipe must be oiled and smeared with white or red lead.

(ii) It should be wrapped around with a few turns of fine spun yard round the screwed end of the pipe.

(iii) The end shall then be tightly screwed in the sockets with pipe wrench.

(iv) Any thread exposed after jointing should be painted with anti corrosive paint to prevent corrosion.

**7. Laying and Jointing of RCC Pipes**

This item includes laying and jointing of RCC pipes. The pipes should be laid 50mm deeper than normal depth so that HDPE pipe to be laid through them is at 1.65m. RCC pipe should be joined with collars, which should be sealed with Jute and cement.

**8.(a)** This item involves pulling of O.F. cable through HDPE pipe/main duct cable to be pulled should be mounted on Jack & Spindle in centering the length to be pulled.

**8.(b)** This item involves pulling of O.F. Cable through HDPE Pipe/Main Duct/Sub duct pipe through Blowing Method

**9.** This items deals with laying of sub duct and pulling of O.F. cable through them.

**10. PULLING OF PILOT ROPE THROUGH DUCT PIPE**

This involves pulling pilot rope through the allotted pipe if the rope does not already exist. One of the methods is by using a float ball and trying nylon rope and pumping the water in the duct pipe. Any other suitable method can also be used.

**11. RCC SPLIT/SEMI CIRCULAR SPUN PIPES 150 MM & 250 MM, INTERNAL DIA 25 MM THICK AND ONE METER LONG**

RCC split spun pipe 150 mm I/D 1:2:3 (1 cement, 2 Coarse sand , 3 grit of 3/8" i.e. 10 mm size) volume controlled concrete with reinforcement 0.6 kg mild bend in a semi circular ends wielded to longitudinal mild steel bars electrically forming reinforcement cage.

RCC split spun pipes 250 mm I/D ( 1 cement, 2 Coarse sand , 3 grit of 3/8" i.e. 10 mm size) volume controlled concrete with reinforcement 0.650 kg mild bend in a semi circular ends wielded to longitudinal mild steel bars electrically and 0.250 kg Hard drawn wire bound circumferentially forming reinforcement cage.

Aggregate i.e. sand grit conforming to IS - 383-1970 (Reaffirmed 2002), concrete conforming to IS - 456 of 1964. Mild steel conforming to IS 432 part I: 1982 and hard drawn wire conforming to IS- 432 part II 1982 (Reaffirmed 2004).

**12. RCC PIPES**

RCC pipes should be ISI marked and conforming to ISI specification No. 458/2003 table 2 class NP 2 light duty non pressure of sizes 150 mm dia, 250 mm dia and 300 mm dia. If two or more lengths of RCC pipes are to be laid, these will be jointed by collars with port-land cement coarse sand mixture ration 1:6 by volume.

**13. CLEANING, PROVING AND SMOOTHENING OF DUCT PIPE:**

This item involves preparing the duct for pulling the cable and to ensure that the duct is clean and free from obstructions. This can be done by following methods.

(1) Rodding the duct: This can be done either by sectional conduit rods or by high tensile steel rod sections of 2 mtr length or by continuous PVC pipe or any other Roding device.

(2) Clearing and proving the duct: This is done by means of nylon brush hand if necessary by steel wire or Fiber brush and rubber disk or Hessian swab. Tube shovel can also be used for clearing the duct. Proving of duct is done by passing a proving mandrill of 90mm dia and 300 mm length. After clearing, the duct should be flushed with water. After this operation is over the manhole should be cleaned for waste material and other rubbish etc.

**14 & 15 SELF-EXPLAINATORY**

**16. CHISELING OF ROCKS:**

This item include, breaking of rocks by chiseling, hammering or by any other means making the rock suitable to excavate it. The payment of chiseling of rocks will be 50% of excavated volume measured by stacking the excavated stone (as per CPWD manual volume-I). The rates for remaining excavated trenches (after deducting volume of chiseled rocks) will apply same as per the actual soil condition.

**17. CONICAL RCC CHAMBER:**

This item involves construction of RCC pre-fabricated conical chamber of dimensions as height- 1.5m, base diameter-1.5m, top diameter-1.25m, using M30 Grade of concrete mixture. Minimum cement content should be 400 Kg per Cu. Mtr. It should be having 5-6 rings. Thickness of each ring should be 50mm and it should be re-enforced through 2 Nos. of 8mm tor steel @ 200 c/c. It should have load bearing capacity of 30 tons of ultimate load to crash. The top cover should be cladded with galvanized MS plate with 2 Nos. of lifting bars to easily remove and place it.

**18.** As per specification.

**19. PROVISION OF CEMENT CONCRETE AT WHEEL GUARD**

The Contractor shall provide cement concrete 1:2:4 at Wheel guard of bridge/culvert over the G.I. pipe or in the trench for protection (30X30 Cms.), item includes cost of material and standard curing, shuttering etc. G.I pipe will be supplied by the MTNL, Transportation charges shall be born by the contractor.

**20. CEMENT CONCRETE OVER HDPE PIPE**

The contractor shall provide cement concrete 1:2:4 at over the HDPE PIPE with wire mesh or in the trenches for protection, where the depth is less than 120 Cms. Item include cost of the material, standard curing, shuttering etc., wire mesh will be supplied by the contractor (Concrete as per specification).

**21. INDEX DIAGRAM**

The contractor shall provide the index diagram containing the cable scheme approved by the MTNL officer In charge of the area.

Documentation charges shall be borne by the contractor.

**22 to 30 <u>TRENCHLESS WORK</u>**

**(A) HORIZONTAL BORING**

The contractor will do the horizontal boring after GPR for along/across the road at the minimum depth of 1.65 meter. GPR is to be done by the contractor prior to start of the work and results after analysis to be supplied to DE in charge in hard and soft copies.

**Boring in rocky area shall be done with prior approval of ED, MTNL, Delhi.**

**(B) LAYING OF CABLES BY TRENCHLESS MEHTOD -**

General Work Description:

Laying of HDPE pipes/cables of different types and sizes, in general including some or all of the following activities:

- Making arrangement for Horizontal Boring for HDPE pipe/cable only.
- Making horizontal inserting casing pipe and laying cable through it ,
- Providing Nylon rope and END Cap, Rubber Cock, Coupler along with sealing of pipes.
- Lifting of cable from the cable store.
- Returning of the empty cable drums.
- Transportation of cables, empty cable drums and related store to & from the Central Store Depot/Construction Officers Cable's store/Transmission Store located in NCT of Delhi will be the responsibility of the contractor.
- Closing of Pits within 24 Hours after completion of work as per specifications of the local bodies and to obtain satisfactory slip after restoration of work from local bodies. If the pit is found open for more than 24 Hours the construction–in-charge will impose penalty as per penalty clause.
- Splicing of cables.

**(C) CABLE LAYING BY TRENCHLESS TECHNOLOGY STANDARDS:**

(a) **Horizontal Boring and insertion of casing pipe:** -

Horizontal Boring and inserting casing pipe (material- HDPE of pressure rating 4kg/$cm^2$) along road and under railway/road/canals/streams crossing in all type of soils at prescribed depth, including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable, labour etc. and making all such necessary arrangements are under contractor's scope. Total job has to be completed within time schedule mentioned in work order.

The contractor shall supply "As Build Drawing (ABD)" detailing the location, distance from any fixed structure, depth at every 5 Meter in level and location of Joint on soft as well as on hard copy.

(b) **In this system of Cable Laying by Trenchless Technology following job specifications should be maintained:**

(i) Guided boring/drilling technology is to be used.

(ii) GPRS result will be handed over to Engineer/Construction-in-charge in soft copy/a hard copy.

(iii) The depth of boring should be such as to clear any underground utilities/obstacles. However, in no case the depth of boring be less than 1.7 m, from the road surface.

(iv) In Horizontal and Vertical boring, the system should be capable of going up to 10 meters below the ground level.

(v) In a shift of 8 hrs. at least 300 meter of drilling longitudinal or 3 to 4 road crossings should be possible.

(vi) As far as possible cable should be laid in drum length and cutting of cable should be avoided while laying along road.

(vii) To access the pull back capacity the diagram of combination and actual number of pipe to be pulled shall be decided by Transmission-in-charge.

(c) **Ground penetrating Radar survey and damage to Telephone Cable and other underground services**.

(i) The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services.

(ii) The contractor shall carry out ground penetrating radar survey along the proposed cable route at his own cost to identify the underground services and for setting out the rules as directed by transmission unit Officer. The transmission MTNL Officer shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling.

(d) **Laying of Cable**

In case of laying of Cable, the Contractor should take adequate precautions so that the cable is not damaged during laying.

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

1. Route diagram in EICHER map and where EICHER map is not there, the detailed diagram will be prepared by the contractor equal to the EICHER map scale.
2. Line diagram to indicate full details of cables/pipe/splice joints/joint positions/man holes/attributes etc.
3. All writing should be neatly stenciled, no free hand writing will be allowed.
4. The document must be submitted in spiral binding forms consisting RID. A/T certificate, route diagram certificate.
5. The final bill should include the documentation work.

(e) **LIFTING OF CABLE.**

1. The Cable in drums will be handed over to the Contractor at cable stores. The Contractor is to lift the store from the store depot to the working site.
2. Guarding at work site to be done by the Contractor.
3. At the time of laying, Jack and Wheel should be used so that the cable is not damaged.
4. In case of HDPE pipe, the Contractor will do jointing of pipe.
5. The Contractor is to make arrangements of water and power at the site of work.
6. Permission for laying to be taken by the Contractor from appropriate authorities.
7. It is the responsibility of contractor for Digging of test pit and restoration of the pits up to compacted back filling. The South/East/North Delhi Municipal

corporation/NDMC/PWD/CPWD/ DDA/Local bodies' bills will be paid by the MTNL for doing final restoration to bring it to original surface. However Contractor shall obtain the necessary permission for digging/road cutting from these bodies without any extra cost.

**(D) ROPE LAYING**

The contractor shall lay the rope in pipes. Rope to be supplied as per specifications by contractor.

**(E) END CAPPING**

The contractor shall do the End capping of the pipes. Caps to be supplied as per specifications by the contractor.

**(F) SEALING OF PIPE**

The contractor shall do the sealing of pipe by heating.

**(G) LAYING OF G.I. PIPES**

The contractor shall lay the G.I. Pipe on Nalla portion, Bridge & Culverts, G.I pipe will be supplied by the MTNL (Transportation charges from MTNL store shall be born by the contractor).

**(H) LAYING OF RCC PIPES**

The contractor shall supply and lay RCC Pipe (ISI mark) on Nalla portion, Bridge & Culverts, including color & end capping with concerning.

**31 (a). LAYING of O. F. CABLE IN CORRIDOR/ RISERS**

The contractor shall lay O.F. Cable in corridor/riser of buildings along with the clamping /cable ties at 0.5 mtrs.

**31(b). LAYING OF CABLE FOR GSM/CDMA BTS SITES/EXCHANGE BUILDINGS/SUBSCRIBER PREMISES**

"O.F. cable" pulling & fixing of pipe at GSM/CDMA BTS site/ Exchange Buildings/ Subscriber premises from ground floor to top of the building/any part of the building through & fixing of pipe for which MTNL will provide G.I. Pipe/HDPE Pipe/Tuflex Pipe wherever required and contractors will provide the required clamps and fixtures for fixing and clamping.

(i) **G.I. Pipe up to 4" Dia:** The contractor shall fix and clamp G.I. Pipe at every meter from ground floor to top of the building/any part of the building. G.I. Pipe will be supplied by MTNL (Transportation charges from MTNL store shall be born by the contractor)

(ii) **HDPE Pipe up to 50 mm:** The contractor shall lay HDPE pipe as and when required clamp HDPE Pipe at every meter in consultation of SDE concerned and HDPE pipe will be supplied by MTNL (Transportation charges from MTNL store shall be born by the contractor)

(iii) **Tuflex pipe up to 25 mm**; The Contractor shall lay the Tuflex Pipe and three clamps at every meter as and when required in consultation of SDE concerned. Clamps to be provided by the contractor and Tuflex pipe will be supplied by MTNL (Transportation charges from MTNL store shall be born by the contractor)

**NOTE: Trench less digging in rocky area shall be done only with prior approval of ED, MTNL, Delhi.**

.

**PART - A**

**(Techno – Commercial Bid)**

**SECTION: VII**

**Part-I**

**FORM "A"**

**I.**

1. Name of Bidder
2. Location
3. Address
4. Contact Person
5. Land Line Telephone No.
6. Mobile No
7. Name of the Managing Director.
8. Name of the authorized signatory to the tender.
9. FAX Number
10. e-mail address

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

1. Licensed capacity (as per Industrial License)
2. Installed capacity as on date
3. Fully equipped capacity for throughput
4. Total Number of pages of tender offered and its enclosures. Pages.
5. Indicate infrastructure to be provided by MTNL.

   (Power/ Light/ Space etc.)

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

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

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

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

a) The Indian companies act, 2013.

b) The Indian partnership Act, 1931.

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

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

**SECTION: VII**

**Part-II**

**INFORMATION TO BE GIVEN BY BIDDERS**

To be filled in by the Bidder:

1. Name and address of the Bidder, his present Nationality and full address:

2. Whether the firm is a Private or Public Ltd. firm or undivided Hindu Family, Individual or a registered Partnership firm (Attested copies of Deeds or Articles of Association to be enclosed).

3. Name of person holding the Power of Attorney and his present nationality with his liabilities(Attested copy of Power of Attorney to be enclosed).

4. Names of partners, their present nationality with their liabilities (Attested copy of the partnership deed to be enclosed).

5. Name of the Bankers and full address.

6. Place of Business.

7. Whether the Bidder is a share holder or partners of any firm enlisted in MTNL.

8. Whether the Bidder or any of his partners or shareholders is/are member(s) of the Indian parliament or any State Legislature.

9. Whether the Bidder or any of his partners or shareholders is/are dismissed Government Servant(s).

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

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

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

    a) Maximum capacity of Trenchless/trenching per day.
    b) Maximum capacity of O.F. Cable Laying per day.
    c) Maximum capacity of pulling cables through ducts per day.
    d) Maximum capacity to provide technical support to transmission stations.

13. Details of Tools/ equipments available with and owned by bidder (Separate sheet may be enclosed if necessary)

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

15 The bidders will have to furnish details of infrastructure available with them. The equipments/tools required for carrying out the works shall be either owned or assigned. In case of assignment a proper legal document shall be enclosed with the bid. In respect of owned equipments/tools necessary documentary evidences shall be submitted. The vehicle and cranes to be used shall comply with Govt. orders for plying. MTNL reserves the right to carry out survey of infrastructure availability of bidders and based on assessment of these, consideration/rejection of bid will be decided. The decision of MTNL in this regard shall be binding and final.

Place — Signature of Proprietor/Director/Partner/Authorized Signatory

Date — (Sh./Smt./Miss. _____)

Capacity in which signing along with Seal.

**SECTION –VIII**

**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY**

**(To be stamped in accordance with the Stamp Act)**

**B.G. NO. :----------**

**DATE OF ISSUE :----------**

**VALID UPTO :----------**

Ref. … ……

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated.....for the supply of..... vide Tender No…….. KNOW ALL MEN by these presents that WE ..... having our registered office at..... (Hereinafter called "the Bank") are bound unto MAHANAGAR TELEPHONE NIGAM LIMITED (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

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

**Or**

2. If any case of false statement and / or submission of false/ forged/tempered/ manipulated document by the Bidder are detected.

**Or**

3. If any case of Cartelization is detected.

**Or**

4. If any case of breach of the condition mentioned in clause 34 Section II by the bidder

**Or**

5. 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 Agreement (as detailed in Section XII) with in the stipulated time.

   **Or**

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

   **Or**

   (c) In case of Partnership firm/ Company, fails to provide the original document as per Clause 22 of Section-IV.

We irrevocably and unconditionally undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by

it is due to it owning to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee shall not be affected by any change in the constitution of or by any such reason or by winding up of the Bidder or any merger, amalgamation or absorption of the Bidder with or into any other company or companies.

This guarantee is a standalone document and is in addition to and not in substitution for any other guarantee executed/to be executed by the Bank in favour of the Purchaser on behalf of the Bidder.

This guarantee will remain in force as specified in clauses 12 and 28.3 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 Capacity of |
| Name & Signature of witness | Full address of Branch |
| Address of witness | Tel No. of Branch |
| | Fax No. of Branch |

**N.B.: Full Address of the Branch of Bank from where confirmation is to be taken with Telephone & FAX Number.**

## SECTION –IX

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on tender of:

**Tender Enquiry No.: DGM (TX-MM)/O F Cable Laying/2020-21/8**

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

| Order of Preference | Name | Specimen Signature |
|---|---|---|
| I. | | |
| II. | | |
| Alternate Representative. | | |

Signature of Bidder

OR

Officer authorized to

Sign. The bid documents

on behalf of the bidder.

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**Annexure-B**

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

**Clause-by-Clause Compliance Certificate**

It is to certify that the tender document is carefully read & understood and all the sections and clauses including Section-VI (Specifications); Section-III (Commercial Conditions); Section-IV (Special Conditions); Annexure-1 (Road maintenance and inter utility code of conduct); Annexure-2 (Safety code); and Annexure-3 (Contractor's labour regulations) 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 and clauses including Section-VI (Specifications); Section-III (Commercial Conditions); Section-IV (Special Conditions); Annexure-1 (Road maintenance and inter utility code of conduct); Annexure-2 (Safety code); and Annexure-3 (Contractor's Labour Regulations) 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.

* Strike off whichever is not applicable.

**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/AuthorizedSignatory

(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/debarring/banning**

**DECLARATION**

I ……son of/wife of Sh..... and Proprietor/Director/Partner/Authorized Signatory of M/s …… do hereby Solemnly affirm and declare as under: -

1. That I am the sole Proprietor/Director/Partner/Authorized Signatory of M/s……

2. That I state & declare that the above firm M/s ……. is not debarred and/or blacklisted by any department of Central Govt./State Govt./PSU/Public bodies/Municipalities/GST Authorities on the date of opening of tender.

   In case the above declaration is found to be incorrect or wrong, the contract, if awarded to the firm shall be terminated immediately and the firm shall liable to be blacklisted/debarred/banned 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.

## ANNEXEURE - E

### Undertaking regarding similar services during Valid period of Contract

I/We shall undertake that I/We will not enter into a similar contract for services like repair, maintenance & expansion of its Optical Fiber Cable (OFC) network, deployment of FRT's for maintenance of O.F. cable network, maintenance of Transmission equipment etc. with other ISPs/Mobile operators/ basic services providers which are not owned by Central/ State Govt. during the validity period of contract with MTNL without prior intimation to MTNL.

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

(Sh./Smt./Miss._____)

**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**

**UN-PRICED FINANCIAL BID FORM**

(Must be submitted with Techno-Commercial bid)

This is to be used as a Performa. It should be typed/photocopied, completed and submitted in a separate sealed cover, Clause 14 of Section-II may be referred.

**FROM**

BIDDER'S NAME :

BIDDER'S ADDRESS :

BIDDER'S TELEPHONE No :

FAX No. :

E-mail Address :

GST Registration No. :

HSN Code :

**Subject:** - Our Financial Bid for appointment as contractor for O.F. Cable Laying by trenching, trench less, Rocky Trenchless, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable, and allied works for O.F. Cable

**Ref**:- **DGM (TX-MM)/O. F Cable Laying /2020-21/8**

Dear Sir,

Having examined the Tender Documents, Terms and Conditions stipulated therein, Specification of works etc. We, the undersigned submit the sealed tender for appointment as contractor for O.F. Cable Laying by trenching, trench less, Rocky Trenchless, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable and allied works for O.F. Cable.

**I/We offer to work in MTNL, Delhi for the work** as defined in section VI at the rates as _____ % (percentage) of the MTNL Schedule of Base Rates **as per Annexure-I**.

**EXAMPLE:**

| **If the bidder wants to offer as** | **Then the bidder should fill in the financial bid as** |
|---|---|
| At same rates given in the MTNL Schedule of Base Rates | Excess(+) 0 |
| At 10% above the rates given in the MTNL Schedule of Base Rates | Excess(+) 10 |
| At 10% below the rates given in the MTNL Schedule of Base Rates . | Less(-) 10 |

**Bidder has to submit financial bid in the form of percentage (%) variation (Excess/less) with respect to base price in BOQ. First select Excess/Less in select Column E-16 and then fill the % in F-16 Column.**

**A.** 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.**

**B.** Approve Rates(Lowest rates after E-Reverse auction ) shall remain fixed during the contract period and extension if any.

**C.** If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the Date of Opening of Financial Bid and it shall remain binding upon us and may be accepted at any time before the expiry of the period.

**D.** After ERA (E-Reverse Auction) process, the percentage of decrement obtained will be applied uniformly (equally) on all the Items mentioned in Annexure-I Scheduled of base rate (Section VI) in tender document.

Dated

Signature of the Tenderer

Name of the Tenderer

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**Note:**

**1) L1 bidder (Lowest price) shall be arrived from the above quoted Lowest Price Only.**

2) The price quoted shall include all the taxes / levies excluding GST, which shall be paid by MTNLL extra as applicable from time to time

**3)** The prices quoted per unit above, shall be paid proportionately on pro-rata basis.

**ANNEXEURE - H**

**Declaration regarding ISP/TSP status**

I/We shall undertake that I/We are not a TSP/ ISP/Mobile Operator/Service providers or JV/subsidiary of any TSP/ISP/Mobile Operator/Service providers thereof in competition to MTNL in Delhi and Mumbai Area.

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

(Sh./Smt./Miss._____)

**Part B**

**Financial Bid**

**SECTION-X**

PART-I

**BID FORM**

To,

DGM (TX-MM),
Mahanagar Telephone Nigam Limited
Room No. 355, Kidwai Bhawan,
Janpath, New Delhi-110001

Dear Sir,

1. Having examined the conditions of contract and specifications including **addenda……dated ……and amendment dated ……**the receipt of which is hereby duly acknowledged, We, undersigned, offer to supply and deliver **(as per tender NIT terms & conditions)**in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We, undertake, if our bid is accepted, to commence deliveries within **(asper tender NIT terms & conditions)** months and to complete delivery of all the items specified in the contract within (as per tender NIT terms & conditions) months calculated from the date of issue of your purchase order/ work order.
3. If our bid is accepted, we will obtain the performance guarantee of a scheduled bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of **150 days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal purchase order/Work order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

   Dated this day of_____2020

**Name and signature**

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

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

**M/s**_____

**Signature:**

**Witness:**

**SECTION-X**

PART-II

(PROFORMA FOR BIDDER'S QUOTATION)

This is to be used as a Performa. It should be typed/photocopied, completed and submitted in a separate sealed cover, Clause 14 of Section-II may be referred.

**FROM**

BIDDER'S NAME :

BIDDER'S ADDRESS :

BIDDER'S TELEPHONE No :

FAX No. :

E-mail Address :

GST Registration No. :

HSN Code :

**Subject:** - Our Financial Bid for appointment as contractor for O.F. Cable Laying by trenching, trench less, Rocky Trenchless, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable, and allied works for O.F. Cable

**Ref**:- **DGM (TX-MM)/O. F Cable Laying /2020-21/8**

Dear Sir,

Having examined the Tender Documents, Terms and Conditions stipulated therein, Specification of works etc. We, the undersigned submit the sealed tender for appointment as contractor for O.F. Cable Laying by trenching, trench less, Rocky Trenchless, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable and allied works for O.F. Cable.

**I/We offer to work in MTNL, Delhi for the work** as defined in section VI at the rates as _____ % (percentage) of the MTNL Schedule of Base Rates **as per Annexure-I**.

**EXAMPLE:**

| **If the bidder wants to offer as** | **Then the bidder should fill in the financial bid as** |
|---|---|
| At same rates given in the MTNL Schedule of Base Rates | Excess(+) 0 |
| At 10% above the rates given in the MTNL Schedule of Base Rates | Excess(+) 10 |
| At 10% below the rates given in the MTNL Schedule of Base Rates . | Less(-) 10 |

**Bidder has to submit financial bid in the form of percentage (%) variation (Excess/less) with respect to base price in BOQ. First select Excess/Less in select Column E-16 and then fill the % in F-16 Column.**

**D.** 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.**

**E.** Approve Rates(Lowest rates after E-Reverse auction ) shall remain fixed during the contract period and extension if any.

**F.** If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the Date of Opening of Financial Bid and it shall remain binding upon us and may be accepted at any time before the expiry of the period.

Dated

Signature of the Tenderer

Name of the Tenderer

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**Note:**

**4) L1 bidder (Lowest price) shall be arrived from the above quoted Lowest Price Only.**

5) The price quoted shall include all the taxes / levies excluding GST, which shall be paid by MTNLL extra as applicable from time to time

**6)** The prices quoted per unit above, shall be paid proportionately on pro-rata basis.

**ANNEXURE-III**

**MAHANAGAR TELEPHONE NIGAM LIMITED**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**

(MODEL MANDATE FORM)

(To receive payment through Credit Clearing Mechanism)

A. Suppliers Name :

B. PAN Number :

C. Particulars of Bank Account :

1. Account Number :
2. Bank Name :
3. Branch Name :
   Address :
   Telephone :
4. 9 digit code Number of the Bank & Branch (Appearing on the MICR cheque issued by the Bank) :
5. Account Type- (S.B. Account/Current Account or Cash credit with code 10/11/19) Ledger No/Ledger Folio No. (As appearing on the cheque Book) :

**Please attach a Bank cancelled Cheque or photocopy of a cheque or front page of your Current/ Savings Bank passbook issued by your Bank for verification of the above particulars**

**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.

Signature of Proprietor/Director/Partner/Authorized Signatory

(Sh./Smt./Miss._____)

**DATED_____.**

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

Signature of the Authorized Official of the Bank

With Bank Seal

**Part – C**

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

## Section-XI.

Part-I

### PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the E.D., MTNL (hereinafter called "MTNL") having agreed to exempt_____ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/Advance Purchase Order No. _____ dated _____ made between _____ and _____ for the supply/ work of_____ (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____we, (name of the bank) _____ ( hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding _____ against any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

4. We (name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till_____(office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **30 months** (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Dated the _____ day of _____

for _____

(Indicate the name of bank)

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

**Witness**

1. **Signature:**
   **Name:**
   **Official Address**

**(Signature)**
**Name**
**(Designation with Bank Stamp)**

2. **Signature:**
   **Name:**
   **Official Address**

**Attorney as per**
**Power of Attorney No.**
**Date : .....**

**Section-XI**

**Part-II**

**STORE SECURITY BANK GUARANTEE PERFORMA**

1. In consideration of the E.D., MTNL (hereinafter called "MTNL") having agreed to exempt _____ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/Advance Purchase Order No. _____ dated _____ made between _____ and _____ for the supply/ work of_____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____we, (name of the bank) _____ ( hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding _____ against any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

4. We (name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **18 months** (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

Dated the _____ day of _____

for _____

(Indicate the name of bank)

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

**Witness**

1. **Signature:**
   **Name:**
   **Official Address**

**(Signature)**
**Name**
**(Designation with Bank Stamp)**

2. **Signature:**
   **Name:**
   **Official Address**

**Attorney as per**
**Power of Attorney No.**
**Date:**

**SECTION-XII**

**Part-I**

**FORM OF AGREEMENT**

(FOR OPTICAL FIBER CABLE LAYING by Trenching, Trenchless, Rocky Trench less, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable and Allied works for O.F. cable)

Contract No.: **DGM (TX-MM)/O.F. Cable Laying/2020-21/8**

MTNL, Delhi having agreed to grant the contract of O.F. Cable Laying by Trenching, Trenchless, Rocky Trench less, pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable and Allied works for O.F. cable in the areas of MTNL, Delhi in response to the submission of sealed tender by me/us on _____.

I/We (here enter full name and address of the contractor)…… …… am/are executing this agreement on …… and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing No. DGM(TX-MM)/O.F. Cable Laying/2020-21/8 for the appointment of contractor for Optical Fiber (O.F.) Cable Laying by Trenching, Trenchless, Rocky Trench less, Pulling of Cables through ducts, Fitting and Clamping of O.F. Cable and allied works for O.F. cable also those of General and special Conditions of contract and its appendices and annexure and agree to abide by them. I/We am/are willing to undertake the said work consequent on the approval of the tender at ……% (percentage) of the rates specified in Annexure-I of tender document which forms part of this agreement and as per terms and conditions of the Tender. I/We assure MTNL that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract.

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

CONTRACTOR

(Capacity in which signing)

along with seal

Witness:

1.

2.

For and on behalf of the

Mahanagar Telephone Nigam Ltd

Witness:

1.

2.

Signature of DGM (TX-MM)

(Designation with name and seal)

**SECTION-XII**

**Part-II**

**FORMAT OF AGREEMENT**

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

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

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

AND

THE MAHANAGAR TELEPHONE NIGAM LIMITED, Registered Office at 5th Floor, Mahanagar Door Sanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi-110003 represented by Deputy General Manager (TX-MM) having his office at Room No 355,Kidwai Bhawan New Delhi-110 001 (hereinafter referred to as the MTNL which expression shall, unless repugnant to the context or subject thereof, mean and include his/its legal successors and permitted assignees) of the other part.

WHEREAS in or about, 2020 MTNL had invited bids from interested parties for appointment of contractors for O.F. Cable Laying by Open Trench, Trench less, Rocky Trench less, Pulling of O.F. cable through duct, Fitting and Clamping of O.F. Cable, and Allied works for O.F. cable., Vide tender notice No. **T. E. No.** DGM (TX-MM)/O.F. Cable Laying /2020-21/8, opened online on…….. (hereinafter referred to as **"Tender"**)

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

And whereas the CONTRACTOR has offered to execute the work of trenching, Cable Laying by Trenching & Trenchless Technology and other connected works in respect of zone (s) _____ as fully set out in Section-I of the tender document issued by MTNL on the terms and conditions hereinafter contained as well as in said Section-I & II of the tender document issued by MTNL.

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

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

1. The CONTRACTOR will, during the period of this Contract, that is to say, from ..... to ..... or up to the date of extension(s) of the contract or until this Contract shall be curtailed or terminated by such notice as is hereinafter mentioned, safely carryout by means of labourers employed at his own expense and by means of tools, implements equipments etc., to be arranged by him to his labourers at his own expense, all Trenching, O.F. Cable Laying by Trenching and Trenchless Technology, and other connected works as described in the said **Section-I of the Tender Document**.

2. For the purpose of this Agreement, the MTNL officer includes the Officer under whose signature the work-order is issued and any other officer authorized by the DGM(TX) of that area.

3. The CONTRACTOR shall abide by the rules and conditions laid down in the schedule annexed to this Agreement as **Section-I and Section-II & IV of the tender document** and such other rules and regulations as may be framed from time to time by the Executive Director, MTNL Delhi Unit on behalf of MTNL.

4. The CONTRACTOR shall promptly carry out all the works relating to O.F. Cable Laying by Trenching and Trenchless Technology referred to in Clause-1 above whenever called upon by the MTNL or by any of the persons mentioned in Clause-2 above within the jurisdiction of the MTNL, Delhi Unit and within the time as will be specified by the MTNL or by any of the person mentioned in Clause-2 hereof at the time of issuing Work Order for each individual work.

5. The CONTRACTOR shall execute all the items of works mentioned in the order for each work in most efficient and workman-like manner. As regards materials and labour, in every respect it must be in strict accordance with the instructions given to him from time to time by the officer mentioned in Clause-2 above or the MTNL Officer

6. The work shall, throughout the stipulated period, be proceeded with all due diligence and the time allowed for completing the work as entered in the work order shall strictly be observed by the CONTRACTOR. The time in this respect shall be deemed to be the essence of the Contract on the part of the CONTRACTOR.

7. If the CONTRACTOR fails to carry out any of his obligations under this Agreement and as mentioned in **Section-"I and II &IV" of the tender document**, penalty or recovery at the rates as prescribed at **Section-IV of the tender document** shall be imposed on the CONTRACTOR by any of the officers mentioned in clause-2 above.

8. The Contractor's heirs or representatives or successors or assignees shall with the consent in writing from the Executive Director, MTNL Delhi Unit, will have the right to continue to perform the duties or engagements of the CONTRACTOR under the Contract in case of his death or physical incapacity or any other eventuality.

9. The CONTRACTOR shall not, assign, transfer or sub-contract this Agreement or any part thereof to any third party (ies) without the prior consent in writing of the Executive Director of the MTNL Delhi Unit being first obtained.

10. If the CONTRACTOR desires to transfer or assign his/its business to any other person, persons or Company, the CONTRACTOR shall make it one of the terms and stipulations of the Contract of transfer of his properties and business to such other person or Company that such other person or Company shall, provided the Executive Director of the MTNL, Delhi Unit consents to the same, continue to perform the duties or engagements of the CONTRACTOR under this Contract and be subject to its liabilities there under.

11. The CONTRACTOR hereby covenants and declares that no one connected with him is in the employment of the Department of Telecommunication/ MTNL nor shall any person so employed ever be admitted as a partner or to any interest in this Agreement.

12. The aforesaid Security Deposit of Rupees …….. (viz. 5% of Contract Value) furnished by the CONTRACTOR shall be retained by the MTNL as security for the faithful performance by the CONTRACTOR of all the obligations and covenants herein contained and on the Contractor's part to be observed or performed. However, if the CONTRACTOR fails to perform, satisfactorily fulfill, keep and observe all or any of its covenants, conditions or agreements contained herein, and/or the work order, then unless the same is already forfeited, the Executive Director, MTNL Delhi Unit will have the power to retain, appropriate or revoke, the whole or any part of the security deposit to the use of MTNL absolutely as and when by way of liquidated damages and/or other dues and that without reference to the relative importance of the particular breach or breaches of Contract which might have given occasion for such retention, appropriation or invocation and whether the MTNL may have sustained as containable pecuniary damages by such breach or breaches as aforesaid or not. In the case of such retention, appropriation or invocation of the whole or part of the security deposit, the CONTRACTOR shall forthwith restore the security deposit for the full amount or an amount sufficient to make up the deficit as the case may be within seven (7) working days from such retention or appropriation failing which the same shall be deemed as material breach by the Contractor and entitle the Purchaser to forthwith terminate the Contract. It is clarified that the appropriation /invocation of the security deposit shall be without prejudice to any other remedy available to MTNL under the Agreement or law.

    In addition to the aforesaid security deposit, the CONTRACTOR shall also furnish an irrevocable and unconditional bank guarantee (BG) **of Rs. 6 Lakh Rupees [Six Lakh)** to cover up the assets stores of MTNL. This bank guarantee shall be a standalone document and shall be submitted by the Contractors within 21 (twenty one) days of signing of this Agreement. This bank guarantee shall be valid for **18 months** and shall be returned/revoked only after clearance is given by unit officer of the area in which CONTRACTOR has performed the job. This bank guarantee will be submitted in the office of DGM (TX-MM) and this bank guarantee will be kept valid for the period of contract (including Extension Period if any).

13. The security deposit or so much thereof as may not have been appropriated to the use of the MTNL under clause - 12 above will be returned to the CONTRACTOR after the expiry/termination of the Contract on submission of 'NO DEMAND' Certificate by the CONTRACTOR thereafter. The MTNL may with hold such payment up to two (2) months from the date of receipt of 'NO DEMAND' Certificate from the CONTRACTOR for the purpose of verifying records as to ensure that there is no recovery pending for any damages.

14. That the MTNL will pay to the CONTRACTOR for the work which the CONTRACTOR was called upon by the MTNL or any of the officers mentioned in Clause - 2 above and which was satisfactorily done by the CONTRACTOR at

the rates mentioned in Annexure-I of the tender document. For this purpose the CONTRACTOR should submit to the concerned MTNL officer his/their bill for the items of work done by him/them against a particular work order at the rates specified in Annexure-I of the tender document, within 15 (Fifteen) days of the items of work covered by that work order having been satisfactorily completed by him/them.

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

16. The bill submitted by the CONTRACTOR will ordinarily be payable within two (2) months of the date of receipt thereof by the MTNL.

17. In case the bill is not submitted within Fifteen (15) days, the claim for settlement of bill within stipulated time and damages etc. caused on account of any late settlement will not be entertained by the MTNL.

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

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

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

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

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

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

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

(a) The bills shall be submitted in triplicate, clearly indicating break up Price and GST, all copies being signed by the CONTRACTOR/authorized signatory. The three copies must be marked 'Original', Duplicate' and 'Triplicate' respectively.

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

(c) The dates of commencement and completion of the work or supply of material be mentioned. Measurement Book should be duly signed by the CONTRACTOR/authorized signatory at the time of measurement and he will attach completion report duly signed by the Construction Officer/SDE based on the measurement book.

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

(e) The documentation of O.F. cable route must be submitted in spiral binding form consisting route index diagram, As Build Drawings (ABD), Joint location diagram and A/T certificate as per Clause 14 of Section-VI.

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

20. In the event of any penal action as mentioned in Item 56 of Section-IV the tender document, being adopted, the CONTRACTOR shall have no claim whatsoever for compensation for any loss or damage sustained by him by reason of his having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

21. In the event of MTNL exercising the powers mentioned in the Item–56 of Section-IV of the tender document the MTNL Officer may, if he so desires, take possession of all or any of the tools, plants materials and stores in or upon the works on the site thereof or belonging to the CONTRACTOR, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same any amount at Contract rates or in case of this not being applicable at current market rate to be certified by any of the said officers or in the alternative request the CONTRACTOR or his agents and servants to remove such tools, plants materials or stores within a time specified and in the event of the CONTRACTOR failing to comply with this requisition, any of the said officers may remove them at the CONTRACTOR'S expenses and sell them by public auction or private sale on account of the CONTRACTOR and on his risk and responsibility and certificate of any of the said officers as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

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

23. The CONTRACTOR hereby agrees to fulfill all the commitments made in its response to the Tender with regards the suitability, performance, technical capacity and other specifications mentioned therein. Without prejudice to the aforesaid, it is represented by the CONTRACTOR that all works/services will be performed in a professional manner by its personnel.

24. The CONTRACTOR hereby agrees to execute and to provide MTNL with all such documents that may be required by MTNL from time to time including the provision of the security deposit, the Integrity Pact, etc.

25. The CONTRACTOR also hereby assures MTNL of the quality, suitability and the warranties of all the works / services provided/supplied under or pursuant to the Agreement.

26. It is accepted by MTNL that the CONTRACTOR may appoint certain third parties as sub-contractors to perform some works/services under this Agreement. It is agreed by the parties that any appointment of third parties by the CONTRACTOR shall only be confirmed with prior written approval of the Executive Director of the MTNL Delhi Unit which must be requested by the CONTRACTOR at least 15 (fifteen) days in advance of such a need and which approval shall not be unreasonably withheld.

27. If third parties are appointed as sub-contractors to perform some works/services under this Agreement, then the CONTRACTOR shall at all times remain principally liable towards MTNL and that there shall be no exception to their liability under this Agreement. The CONTRACTOR will also remain at the sole point of contact regarding all the works/services during the term of this Agreement.

28. If MTNL at any point of time expresses any concerns to the CONTRACTOR regarding any third party sub-contractor, then the CONTRACTOR will comply with the requirements of MTNL forthwith; which may include the direction by MTNL to remove the said sub-contractor, etc.

29. If any property of either party is to be used by the other party for purposes of provision of works/services under this Agreement, then the said party (owning the property) will grant a limited right to use to the other party for the specific purpose and term of this Agreement only. The aforesaid license to use shall be restricted for the specific purpose and term of this Agreement and shall not involve any need for the payment of consideration as this Agreement shall form part and basis of valid consideration for such purposes. Further, if any property is created during the course of this Agreement (wherein proprietary rights accrue in the said property to MTNL), then all such property shall be owned exclusively by MTNL and the CONTRACTOR shall only have the limited right of use of the same only under this Agreement and not otherwise. Notwithstanding the aforesaid, the CONTRACTOR agrees not to use any trademark or service mark of MTNL unless the same is under written consent of MTNL.

30. If the CONTRACTOR shall die or suffer from physical or any other incapacity before the expiry of this Contract the MTNL or any of the officers mentioned in clause -2 thereof may at his sole discretion, either immediately

terminate this Agreement or require the successors/heirs or assignees or the legal representatives of the CONTRACTOR to carry out the same for such period not exceeding three Calendar months or as the MTNL and the said offices may require.

31. Any notice required to be given under these presents may be given by delivering to or leaving the same with the CONTRACTOR at the address given above or by posting letter addressed to the CONTRACTOR at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the CONTRACTOR or in cases of posting at the time when the letter would have reached the CONTRACTOR in the ordinary course by post.

32. **The Contractor shall abide by the following provisions of extension of rate contract:**

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

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

33. **CONFIDENTIALITY CLAUSE**

MTNL will issue available as built drawings to the Contractor 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.

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

34. **INDEMNITY**

34.1 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 resulting from any act or neglect of the purchaser, his agents, servants or other contractors, not being employed by the Contractor.

34.2 The successful bidder/contractor 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.

34.3 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.

34.4 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.

35. **TAXES AND DUTIES:**

Save as specified under the contract, contractor shall pay all levies, fees royalties, statutory taxes and duties payable including PF & 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, and MTNL will not be responsible for any payment except all inclusive unit price offered and accepted in the LOI/agreement

36. **DUTIES AND RESPONSIBILITIES OF THE CONTRACTORS:**

(i) The contractors shall carry out all items of services assigned or entrusted to them by the DGM (Transmission) or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Deputy General Manager (Transmission) or an officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the schedule of rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the schedule. The contractors shall always be bound to act with reasonable diligence and in a businesslike manner and to use such skill as they possess in the conduct of their activities.

(ii) The contractors shall engage competent and adequate staff and labour to the satisfaction of the DGM (Transmission) or an officer acting on his behalf for ensuring efficient handling and transport of cables etc., and furnishing correct and up to date position/information/progress of work/statements and accounts. The contractor shall be responsible for good conduct of their employees and shall compensate purchaser for losses arising from neglect, carelessness, want of skill, or misconduct of themselves, their servants, or agent(s) or representative(s). The DGM (Transmission) shall have the right to ask for dismissal of any employee of the contractor, who in his opinion, is hampering the smooth execution of the work and his decision regarding losses caused by the neglect and misconduct etc., of the contractor, their servants, or agent(s), or representative(s), shall be final and binding on the contractor.

(iii) **Road cutting permission:**

**The contractor will arrange Road cutting permission from South/East/North Delhi Municipal Corporation/PWD/CPWD/Railways/DDA/MES/Traffic Police/Flood Control/ NDMC/Local Bodies/Any other agencies for that necessary authorization/help will be accorded by MTNL.**

(iv) It is obligatory for the contractor to have **supervisor of highly skilled category** at all working sites of trenching, cable laying & trenchless work etc. He should be able to measure and record the optical fiber cable laying data and hand over the same to MTNL during/after work completion.

(v) The Contractor on receipt of work order shall intimate the DGM (Transmission) or an Officer authorized to act on his behalf, the name of the one or more responsible representative (s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representatives to call at the office of the MTNL officer or an officer acting on his behalf and generally to remain in touch with them, to obtain information about the program of work and change if any.

(vi) The Contractors shall take adequate steps and necessary precautions to avoid wastage and damage to cables etc. during the loading/unloading of truck/carts/any other transport vehicle at the work sites or any other loading/unloading point. The contractors shall be liable for any loss which MTNL may suffer on account of their not being properly handled. The decision of the DGM (Transmission) regarding such loss shall be final and binding on the contractors.

(vii) The contractor will, during the period of this contract, or until this contract is terminated, carry out at his own expenses by means of laborers, digging/cable pulling tools, winches, caution boards, barricades,

caution tapes, pumps, generators, Roding device for ducts etc. and all trenching, O.F. cable laying and O.F. cable pulling through manholes and ducts and other connected works as described in the tender document. The contractor shall promptly carry out all works referred to above within the time specified in the work order. Therefore the work shall be proceeded with all due diligence.

(viii) The contractor shall execute all the items of works mentioned in the work order for each work in the most efficient and workmanship manner both in terms of quantity and quality in strict accordance with the instructions given to him from time to time by MTNL.

(ix) All works, whether in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the MTNL. The trenches dug by the contractor shall not unless specifically directed, be covered up before inspection and measurement by the MTNL. If any defects in the said works or any damage to utilities of other civic agencies are discovered during the currency or on expiry of the contract, the contractor shall forthwith repair and remedy the same at his own cost in such manner and within such time as may be directed by the MTNL.
In case the defects are of such nature that, in the opinion of the MTNL, it is not possible to be repaired, the contractor shall do the work once again afresh to the entire satisfaction of MTNL without any additional charges.
After laying cable/HDPE pipe etc. and before backfilling the trenches the contractor as directed by Civic Authority/Local bodies has to ensure that no damage has been done to their utilities and certificate of that effect should also be taken.

(x) The contractor has to inform the concerned authority of other utilities in writing to inspect the site to see that no damage has been done to their utilities. A certificate is to be obtained to that effect from the concerned authorities by the contractor. If the contractor does not intimate concerned authority to arrange inspection and concerned authority reports any damage to their utility at later date, the same will be borne by the contractor. In case any surplus earth is there, it should be disposed off. The contractor shall not charge any extra amount for traveling or O.T. allowances for the persons employed by him. He shall not be entitled to get compensation for any damage or losses that may suffer in the course of execution of work. He will not be entitled to get any extra amount for the loss or deterioration of materials used by him.

(xi) The contractor shall be wholly and solely responsible for the proper preservation and safe custody of all the materials handed over to him in the course of execution of works under the contract till the work is completed in all respects according to the terms & conditions and is made over to the ultimate user. A faithful account of all the material used in the work should be submitted to the MTNL. The contractor shall be liable to return all the materials found to be surplus or remained unused within two weeks of completion of work.

(xii)(i)The contractors shall be liable for all costs, damages charges and expenses suffered or incurred by the MTNL and other utilities or private property due to the contractor's negligence and un-workmanship like performance of any service under the contract or breach of terms thereof or their failure to carry out the work with a view to avoid damages, and for all damages or losses occasioned to MTNL or in particular to any property or plant belonging to MTNL or other utilities or private property due to any act whether negligent or otherwise of the contractors themselves or their employees. The damages are like damage to MTNL underground cable, curbstone etc., electrical cable, water pipes, traffic signs and signals, damage to private property and their equipment. The details of all damages caused by contractor shall be entered in a register called **`damage register'** which is maintained at the office of MTNL officer concerned. This should be signed by MTNL officer and contractor. The decision of the DGM (Transmission) regarding such failure of the contractors and their liability for the losses etc. suffered by MTNL shall be final and binding on the contractors.

(xii)(ii) **Insurance**

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the MTNL & the Contractor with **any of the subsidiary of the General Insurance Corporation of India** in such a manner that the MTNL and the Contractor are covered for all the time during the period of Contract the time period allowed for the completion of work, extended period and the defect liability period. The insurances shall be effected in accordance with the terms approved by the MTNL and the **Contractor shall submit the copy of Insurance policies to DGM (TX-MM) within one week of signing of the Agreement along with the copy of receipt of premium payment. The Contractor shall timely pay**

**and submit the receipts of payment of premiums for extensions of policies, if any**. The insurance shall cover the following:-

**(a) Contractor's All Risks Insurance**

The Contractor shall insure the Work for a sum equivalent to **50% of the Contract value** which will remain **valid for the whole term of contract periods (plus extended period if any)** and protect the interests of the MTNL against ALL RISKS, claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the Work for which the Contractor is responsible under the Contract, shall be protected.

**(b) Workman Compensation Employers Liability Insurance**

The insurance shall be effected for all the Contractor's employees engaged in the performance of the Contract and/or any third person who may incidentally or accidentally get involved during execution of the project. The MTNL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person whether or not in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the MTNL, against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof. The contractor must insure all the labour and employees engaged by him as per the provision of current Workman Compensation Act.

**(c) Third Party Insurance**

The Contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the MTNL, or being executed or procured being procured by the other agencies within the premises of all work of the MTNL, if such loss or damage is due to fault or negligence or willful acts or omissions of the Contractor, his employees, agents, representatives.

The Contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to MTNL, or any third party including overhead and underground cables and in the event of any damage resulting to the property of the MTNL, or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the MTNL or ascertained or demanded by the third party, shall be borne by the Contractor.

**(d)** Before commencing the execution of the work, the Contractor, shall insure and indemnify the MTNL, of all claims, against the Contractor's liability for any material or physical damage, loss or injury which may occur to any property, including that of the MTNL or to any person including any employee of MTNL or arising out of the execution of the Work or in the carrying out of the Contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor, would be entitled to receive indemnify under the policy being brought or made against the MTNL, the insurer willfully indemnify MTNL, against such claims and any costs, charges and expenses in respect thereof.

(e) Deleted

(f) The Contractor shall also at all times indemnify the MTNL against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workman's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and The Delhi Building And Other Construction Workers, Welfare Cess Act 1996 or any modification thereof or any other Law relating thereof and rules made there under from time to time.

(g) Contractor shall also at his own cost carry and maintain all other insurances which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by the Engineer-in-Charge.

(h) The Contractor shall prove to the satisfaction of Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

(i) The aforesaid Insurance policies shall provide that they shall not be cancelled till the Engineer-in Charge has agreed for cancellation.

**(j) Remedy on the Contractor's Failure to Insure**

If the Contractor shall fail to effect and keep in force the insurance referred above or any other insurance which may be required to effect under the terms of the Contract then and in any such case Engineer-in-Charge may, without being bound to effect and keep in force any such insurance, and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Engineer-in Charge from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

(xiii) MTNL shall be at liberty to reimburse to themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to contractor's negligence and un-workmanship like performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the contractors under this or any other contract with MTNL. In the event of the sum, which may be due to MTNL as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractors as aforesaid shall be deducted from the security deposit furnished by the contractors as specified in clause 4 of Section-III. Should this sum also be not sufficient to cover the full amount claimed by the MTNL the contractors shall pay to MTNL on demand the remaining balance of the aforesaid sum claimed.

(xiv) In the event of default on the part of the contractors in providing Labour, Trucks, Tools etc. and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of GM (Transmission), MTNL shall without prejudice to other rights and remedies under this agreement, have the right to recover by way of compensation from the contractors a sum, which will be a part of the default as the DGM (Transmission) in his absolute discretion may determine and the decision of the GM (Transmission) on the question whether the contractor have committed such defaults or have failed to perform any of such services efficiently are liable to pay compensation and as to the quantum of such compensation shall, subject to approval of the ED, MTNL be final and binding on the Contractors.

(xv) The cost of such repairs will be recovered from the contractor. The decision of the concerned DGM (Transmission) regarding such failure of the contractors and their liability for the losses etc., suffered by MTNL shall be final and binding on the contractors.

(xvi) That the contractors will keep a proper record for the work allotted and the work executed against the quantity assigned by MM Unit of GM (Transmission) for which payment is liable to be paid. No payment will be liable to be paid for the work done beyond the allotted quantity by MM Unit of GM (Transmission).

(xvii) The Contractor will be required to transport Cable drums from Store godowns to works sites. These store godowns can be in the NCT Delhi.

(xviii) To ensure speedy progress of execution of the work, without causing undue inconvenience to the public, the contractor shall normally dig trenches of not more than 400 meters at a stretch for a particular item of work order at any given time. He shall lay O.F. cable/HDPE pipes and close such trenches as expeditiously as possible. In case of laying up to two O.F. cables/HDPE pipes in a trench by digging surfaces other than set stones, concrete bed, carriage ways and rocky surfaces, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open for more than 6 days. In case of laying up to two O.F. cables/HDPE pipes in a trench, by digging set stones, concrete bed and carriage ways, the contractor shall not keep a trench (of maximum 400 mtrs. stretch) open for more than 9 days. However, if 3 or more O.F. cables/HDPE pipes are to be laid in a trench, the contractor shall be permitted to keep the trench (of Maximum 400 mtrs stretch) open up to the number of days calculated as per the standard given above depending upon the number of cables to be laid in that trench, but not exceeding 3 weeks in any case. If O.F. cables/HDPE pipes are to be laid by digging rocky surfaces, the contractor shall not keep a trench (of a maximum 400 meters stretch) open for more than 3 weeks.

**(xix). The contractor will be responsible for proper temporary reinstatement of surface after the cable/HDPE pipe laid so that no damage occurs to the vehicles or pedestrians passing by. Any damage occurring to any person or his/her life or property or authority, shall be made good by the Contractor. He should also arrange to install trench barricades, traffic road signs, reflectors, information boards, warning signals, and red lamps at night, at the ends and sides of the trenches as per standards and maintain them properly. Surplus earth and road spoils**

**must be removed within 48 hours of the completion of the work to the satisfaction of the local authorities concerned.**

(xx) The contractor shall comply with police, municipal and other regulations and orders relating to such works outlined in the Inter utility Code of Conduct at Annexure –1 of Part-D.

(xxi) The contractor should be having a valid licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) Rules before the commencement of the work and shall continue to have a valid licence until the completion of the contract.

(xxii) Before closing the trenches, the contractors have to give notice to the officer in- charge for test checking the depth of trench, brick laying (i.e. longitudinally or transversally) and laying of cable lengths, pipelines etc. and all these aspects are to be got tested/checked as per norms by SDE/JTO concerned being the supervisory officer of the work and further test checks as per existing norms to be carried out by other higher supervisory officers shall also be got done by the contractors and in case the trench is closed without any such test check, the contractor is liable to get it reopened at his cost and got test checked without claiming any extra expenditure and is also liable to be warned by the officer concerned.

(xxiii) Safe custody of the materials (Cables, Pipes etc.) supplied to the contractor by the department shall be the responsibility of the contractor. Any loss of material due to theft, damage, wastage or for any other reason shall be recoverable from the bills relating to work concerned or any other works being carried out by him for MTNL. The material once passed by the department to the contractor for work purposes shall be deemed to be in the safe custody of the contractor until and unless the same is installed /laid and acceptance tested or returned unutilized with full details of account of utilization.

(xxiv) The contractor is totally and uncompromisingly responsible for ensuring safety and security of cables/pipes already laid or existing pertaining to MTNL or any other department while digging the trench and the contractor is liable for any damage and recovery of compensation thereafter.

(xxv) All O.F. Cable should be taken over/ made over with proper testing.

**(xxvi)The contractor should meet the requirement of monitoring and protecting the existing utilities and site feature**.

The contractor should verify and confirm on site the location of all utilities before commencement of any work. He should prepare a detailed utility map along the pipeline route and submit a copy to the department /engineer. He should also submit a detail plan on how he proposes to monitor the utilities and other structures to ensure that it would not be affected during the work. The contractor shall also plan well ahead and submit details to the client of any traffic diversion or utility diversion required during the execution of the work. Contractor shall also obtain the necessary approval for such diversions from the relevant authorities before commencement of work.

**37. COMPENSATION FOR LOSS, DAMAGE etc.**:-

37.1 The contractor shall be solely and completely responsible for any loss or damage of MTNL Stores while in the custody of the contractor and/or shortage of store found beyond the permissible limits during reconciliation. MTNL shall assess any such damage considering the standard price including freight, handling charges, storage, charges etc.

37.2 If during execution of Cable laying work,

(a) Any damage is caused to any existing underground service lines, telephone cables including cables being laid by MTNL and/or any third party,

(b) Any damage caused to any property of MTNL and/or any third party.

(c) Injury/loss occurs to any person because of any lack of proper precautions or otherwise 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.

37.3 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.

37.4 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.

37.5 If damage charges are raised by any other agency(s) directly to MTNL on account of loss/ damage by MTNL's contractor during execution of work, MTNL shall withhold the amount of damage charges from contractor's due till the settlement i.e. letter/ NOC from the concerned agency is being submitted to MTNL.

37.6 Quantum of damages or compensation so 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.

**38. LEVY OF LIQUIDATED DAMAGES (LD)/PENALTIES**

**38.1 Liquidity Damage(s)**

Further to clause 12 & 13 of section III, the provisions of Liquidity Damage(s) are defined hereunder:

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

(a) The designated MTNL officer can waive off the LD up to a maximum period of 15 (Fifteen) days in case he is fully satisfied with the reasons for delay.

(b) In case designated MTNL officer is of the opinion that waiver of LD is justified for more than 15 (Fifteen) days, approval of concerned DGM shall have to be taken.

(c) After the opening of financial bid of the new tender, if any LD waiver should be given only with the approval of the concerned GM.

The decision of MTNL will be final and binding in this regard.

(II) **Delay in Start:** If the contractor fails to start the work within the specified period as per Work Order, without any valid reason, LD shall be levied @ Rs.2,000/- (Two Thousand) for each day of delay. If the delay exceeds 15 (Fifteen) days, W.O. may also be cancelled forth with besides imposition of LD.

(III) **Delay in Execution/ Completion:** If the contractor fails to execute the work within the specified time schedule as per Work Order or during the extended period, LD shall be levied @ Rs. 2,500/- (Two Thousand Five Hundred) for each day of delay.

(VI) LD shall be levied to a maximum of 12% of respective Work Order value (i.e. amount payable to contractor) and will be recorded on the bill.

(VII) Concerned DGM may also take action to cancel/rescind the Work Order and get the non-executed portion of work done by any other contractor/agency or to have the defects removed/ repaired by any other contractor/ agency. In case excess expenditure is incurred beyond the approved rates, the same will be recovered from the defaulting contractor and such defaulting Contractor shall be liable to pay the same without protest or demur.

(VI) In case the Work Order is rescinded/ cancelled due to any reason:

(a) LD will be imposed for an amount equal to 12% of the cost of Work Order.

(b) The contractor's allotment can be curtailed to the extent of the work (LKM/DEL's) for which Work Order has been cancelled/ rescinded. Even if the Work Order has been cancelled in part, the full quantities as per the Work Order will be taken into account for this purpose.

(c) In case decision is taken to curtail the default contractor's allotment, whosoever will execute these works, it may be over and above his/ her allotment. The decision of concerned DGM will be final in this regard.

(d) In case more than two Work Orders have been cancelled/ rescinded in respect of any Contractor, its allotment may be curtailed by 10% against each Work Order (cancelled/ rescinded). This will be in addition to (a) & (b) above.

**38.2 Penalties:-**

Notwithstanding any other provisions contained in this document, following penalties in addition to the other provisions shall be levied on contractor for non-performance / failure to act in time.

ix. If the contractor fails to redress the trench properly i.e. ramming and consolidation of the trench and removing of surplus earth, road spoils within 48 hours of the completion of the work, then a penalty at the rate of 20% of the excavation of trenching charge on pro-rata basis shall be recovered straightway from the bill.

x. If the contractor fails to provide adequate provision of barricading G.I. Sheet, Caution Tape, Caution Sign Board, Red Light, lightening etc. on site to protect life and property as per clause 47 above, then a penalty at the rate of 20% of the excavation charges on pro-rata basis or Rs.5000-/- per day whichever is higher shall be levied .

xi. The cable laying/pulling has to be done by using jack, failing which a penalty of Rs.1,000/- (One Thousand) will be imposed on each such occasion.

xii. Test pits/ trench should be restored immediately after completion of work. The contractor will be wholly responsible for any damage to life & property of any person due to delay in restoration work. If the pits are not restored as per specifications of local bodies in time, penalty of Rs.2,000/- (Two Thousand) per day for first day and Rs.1000/- (One Thousand) per day for each subsequent day shall be imposed.

xiii. In cases of damage to the existing cable (PIJF/O.F.), penalty (recovery) at following rates shall be imposed :-

**Rate of Penalty:**

O. F. Cable:-

| | | |
|---|---|---|
| (i) | 12 Fiber Cable | Rs.5,000/- |
| (ii) | 24 Fiber Cable | Rs.8,000/- |
| (iii) | 48 Fiber Cable | Rs.10,000/- |
| (iv) | 96 Fiber Cable | Rs.12,000/- |

PIJF Cable:-

| | | |
|---|---|---|
| (i) | Up to 100 pr. PIJF Cable | Rs.2,000/- |
| (ii) | Above 100 to 800 pr. PIJF Cable | Rs.3,500/- |
| (iii) | Above 800 pr. PIJF Cable | Rs.5,000/- |

xiv. In case of damage to the PIJF/O.F. cable, the cost of the cable damaged (cost of replacement of cable) plus 20% overhead charges shall be recovered from the contractor. In this regard, decision of purchaser shall be final and binding on the contractor to pay.

xv. In case of damage to ducted PIJF/O.F. cable, the cost of full cable length plus 20% overhead charges shall be recovered from the contractor.

xvi. If break of conductor/fiber is noticed due to careless pulling of PIJF/ O.F. Cable then a penalty of Rs.2000/- (Two Thousand) per break per conductor and Rs.5000/- (Five Thousand) per break per O.F. fibre shall be recovered as penalty from the bills of contractor. In case faulty pairs/ fibers exceed 10% of size of cable, contractor has to pay full cost of cable plus 20% overhead charges.

38.3 The Purchaser reserves the right to recover the Liquidated Damages and/or penalties from the amount due to the contractor in the same or other Work Order(s) and/or from the Security Deposit and/or from any other amount payable to the contractor by purchaser.

38.4 The Purchaser reserves the right to recover the Liquidated Damages and/or penalties from the Invoices raised by the supplier. To facilitate recovery of liquidated damage(s) and/or pelaty(ies), 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.

38.5 It is clarified that in case any work allocated to the Contractor remains incomplete beyond the specified time and any loss or damage is caused to the Purchaser due to such incompletion of work, the Contractor shall be liable to pay damages to the Purchaser on actual basis or differential amount of Liquidated Damages and/or penalties and the amount of actual loss, as the case may be.

38.6 The liquidated damage(s) and penalty rates specified in Clause 38.1 & 38.2 above are acknowledged and accepted by the bidder and will not be questioned or contested by the bidder in case the LD/Penalty at the above rates are imposed or recovered by the Purchaser or its authorised person under any of the circumstances mentioned aforesaid or elsewhere in the Tender document.

38.7 Quantum of liquidated damage(s) and/or penalty 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 referred for arbitration.

38.8 **Delay Register:-**

For the purpose of imposing liquidated damage(s) and/or penalty(ies), record of delays/ penalty details shall be maintained in a register called "Delay Register". All the entries should be signed by designated officer of MTNL and the contractor. In case the contractor does not sign, a notice through Registered/ Speed Post and/or electronic communication will be sent to contractor in this regard. In the event the Contractor fails to respond the notice or if the response of the Contractor is not satisfactory, then the Delay Register shall be deemed to have been signed by the Contractor notwithstanding its failure to sign the same at the first instance. The decision of MTNL will be final and binding in this regard

**39 Blacklisting of Contractor:**

Without prejudice to its rights under Clauses 38.1 and 38.2 above, 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.

**40. TERMINATION FOR DEFAULT:**

40.1 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 12 of Section III.

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.

40.2 In the event the purchaser terminates the contract in whole or in part, pursuant to Para 40.1 above 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.

40.3 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 Clause 38.2 above.

Firms registered with NSIC/MSME 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/MSME besides taking recourse to other civil & criminal and other rights and also other punitive measures

**41. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION:**

**Arbitration between the parties (other than with other Central PSU, Government of India Departments/Organizations) will be as follows**:

41.1 The parties shall endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations.

41.2 However, If after thirty (30) days from the commencement of such negotiations the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions:

(a) Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be three Arbitrators.

(b) For this purpose the Purchaser shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and Conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of Public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.

(c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid panel along with the letter invoking the Arbitration. The other party shall convey its consent for one of the said Arbitrators from the said list within 15 days of receipt of such request.

(d) For the disputes to be decided by a panel of three Arbitrators, the party invoking the arbitration clause shall submit a one name from the aforesaid panel, as its Nominee, along with the letter invoking the arbitration. The other Party shall convey the name of its nominee from the aforesaid Panel to the party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid panel, who shall act as the presiding Arbitrator.

(e) The Arbitration and conciliation Act, 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi only.

(f) In the event of such an Arbitrator(s) to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The Person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(g) The arbitration proceeding shall be in English language.

(h) The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi.

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

41.3 **Arbitration with other Central PSU, Government of India Departments/Organizations will be as follows:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) with Central Public Sector Enterprises (CPSEs/ Port Trusts and/or Government Departments/Organizations

(excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up bv either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GMl/FTS-1835 dated 22.05.2018, dated 04.07.2018 and 11.07.2018.

**42. FORCE MAJEURE:**

42.1 If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:

- Any war or hostility,
- Acts of the public enemy, Civil commotion, sabotage, explosions, Fires,
- Effects of floods, epidemics, quarantine restrictions,
- General Strikes and Bandhs,
- Acts of God.
- Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance provided notice of happening, of any such EVENT is given by either party to the other within seven (7) days from the date of occurrence of the EVENT.

42.2 In those force majeure cases, if the field services can be run with fewer numbers of staff, it shall be run by the Supplier. The operational charges payable by the Purchaser will be restricted to the services rendered by the contractor. During this period, the penalty conditions given in the tender shall not normally be applied.

42.3 Work and deliveries under this Contract shall resume as soon as practicable after such EVENT has come to an end or cease to exist. The decision of the Purchaser as to whether the situation has became normal or not, shall be final and conclusive.

42.4 However, if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding sixty (60) days, either party may, at his/their option, terminate the Contract by giving a written notice to other party.

42.5 The Contractors will not be responsible for delays, which may arise on account of reasons beyond their control. The decision of MTNL shall be the final in this regard. Strikes by contractors' labour on account of any dispute between the contractors and their labour as to wages or otherwise will not be deemed to be a reason beyond the contractors' control and the contractors shall be responsible for any loss or damage, which MTNL may suffer on this account

**43. SUBJECT LAWS & JURISDICTION:**

The Contract shall be governed by Indian Laws and the Courts at Delhi will have jurisdiction to entertain any dispute or claim arising under the contract. It is clearly understood by the bidders that the court in the city of New Delhi alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising pursuant to and/or in connection with the tender, tender process and/or under this contract and any award or awards made by the sole Arbitrator here-under shall be filed in the concerned courts in the city of New Delhi only.

**44. 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 or any other agency or municipal board or 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 requires 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 of 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 regulations, by-laws and order provision as aforesaid

**45. Effective date:**

This contract shall become effective on the date the Performance Bank Guarantee to the satisfaction of MTNL is furnished by the contractor. On receipt of the said guarantee, MTNL shall issue a certificate which shall specify the date on which the guarantee was received by **MTNL** which date shall for the purpose of this contract be deemed to be the effective date.

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 _____ Name _____

Designation _____ Designation _____

On behalf of contractor On behalf of MTNL

In the presence of: In the presence of:

Name Name

Address Address

## Part-D

## 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/North 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 murram. 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 out side 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, 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 under ground 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 tousers 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 **BACKFILLING**

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 from 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 upto and including 3m (10 feet) in length. For longer ladder this width should be increased at least1/4" 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 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.

(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 to work in the manhole.

(xiii) The workers shall be provided with Gumboots or nonsparkling shoes bump helmets and gloves nonsparkling 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 beclearly indicated. No part of any machine or any gear referred to above in this paragraphshall 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 energised 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**

**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 wasted 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 make up cleaned, washed, altered, ornamental finished, repaired adopted 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 cut 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 form 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 of Khatada. The contractor shall further ensure that no amount by way of commission of 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 contactor 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 contactor shall display in a good condition and in a conspicuous place of work theapproved 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 form 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 45days 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.

**Section XIII**

**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 honour 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.

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**

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

**Section 5 -Previous transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(i) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.

(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)** **(For & On behalf of Bidder/Contractor)**

**(Office Seal)** **(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 –XIV**

**(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 on-going 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 on-going 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-G

## 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 suomoto 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 withinthe Units. During the period of suspension, no business dealing may be held with the Agency.

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

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

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

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

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

1. ED (Tech) C.O.MTNL.
2. ED (Delhi), MTNL
3. ED (Mumbai), MTNL
4. Legal Advisor (Corporate Office)

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

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

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

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

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

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

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

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

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

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

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

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

**7. Banning of Business Dealings**

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

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

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

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

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

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

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

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

(iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

(iv) To submit final recommendation to the Competent Authority for banning or otherwise.

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

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

(i) Banning of the agencies shall apply through out the Company including Subsidiaries.

(ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following :-

1. ED (Tech), C.O.MTNL
2. ED (Delhi), MTNL
3. ED (Mumbai), MTNL
4. Legal Advisor (Corporate Office)

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

(iii) The comments / recommendations of the Committee shall be placed before MTNL Directors' Committee (MDC). If MDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.

(iv) On receipt of the reply or on expiry of the stipulated period, MDC will consider & award decision on case.

(v) The decision of the MDC shall be communicated to the agency.

**8. Show-cause Notice**

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence.

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-H

## (Special instructions to Bidders for e-Tendering)

### 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.

**PREPRATION 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.

****