

MAHANAGAR TELEPHONE NIGAM LIMITED

(A GOVT. OF INDIA ENTERPRISE)



Tender Document

NIT No: EE(E)LR/2026-27/01

Name of work: Provision of different types of associated electrical works for lifts installation at T.E Building
Lodhi Road, New Delhi

This document contains 47 Pages including cover page.

CPP Portal <https://www.eprocure.gov.in>

NOTICE INVITING TENDER

Executive Engineer (Electrical) LR MTNL New Delhi invites online item rate tenders for & on behalf of MTNL for the following work from the firms/ contractors satisfying under mentioned eligibility conditions and as per details given below.

(Note: Complete bid document which include Eligibility criteria, Technical Specifications, various conditions of contract, formats, etc. can be downloaded CPP Portal <https://www.eprocure.gov.in> . Any amendment (s) / corrigendum / clarifications with respect to this Bid shall be uploaded on above websites only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above websites. Bidders should submit their online bid only on e-tendering CPP Portal as per NIT conditions uploaded on web site)

Bid Information Sheet		
Tender Id	As per web NIT published on CPP e-procurement portal https://www.eprocure.gov.in	
NIT No.	EE(E)LR/2026-27/01	
Organization Name	Mahanagar Telephone Nigam Limited	
Department Name	Electrical Unit Delhi	
Contact Details	Official's Name	Manoj Kumar Chaudhary, Executive Engineer (E) Lodhi Road
	Address	Room No. T-517, Fifth Floor, T.E. Building Lodhi Road, 9 CGO Complex, MTNL, New Delhi-110003
	City	Delhi - 110003
Name of Work	Provision of different types of associated electrical works for lifts installation at T.E Building Lodhi Road, New Delhi	
Mode of Tender Submission	Online	
Tender Type	Open	
Tender Category	Works	
Form of Contract	Item rate	
Bidding Type	Indigenous	
Base Currency	INR	
Joint Venture	No	
Key Dates	As per web NIT	
Payment Details		
Document Fees (INR)	Rs.590/- (inclusive of GST @18% non-refundable)	
Document Fee Payable to & at	MTNL DELHI	
EMD Amount (INR)	Rs.9558/- (EMD of the firm to whom the work is awarded will be released only after completion of work and finalization of bill). EMD to be submitted in the form of demand draft/pay-order in favour of 'MTNL Delhi' payable at Delhi. EMD is also acceptable in the form of Fixed Deposit Receipt pledged in favour of MTNL Delhi. In case EMD is submitted in the form of FDR, it should be issued for a period of 6 months in addition to the contract period.	
Estimated Cost (INR)	Rs.477897/-	

Performance Guarantee	5% of tendered and accepted value of work. PG is acceptable either in the form of Fixed Deposit Receipt pledged in favour of MTNL Delhi or in the form of Bank guarantee as per prescribed format. PG should be issued for a period of 6 months in addition to the contract period.
Security deposit	5% of gross amount of each bill deductible from the bill. However, SD is also acceptable in the form of single Fixed Deposit Receipt for the entire contract amount and should be pledged in favour of 'MTNL Delhi'. Time period of FDR towards security deposit should be 6 months in addition to the contract period and should be submitted at the time of/or before preparation of First bill.
Bid Validity Period	90 Days
Project Duration	1 Month
Eligibility Criteria	<ol style="list-style-type: none"> 1. The firm should be enlisted in CPWD or BSNL or Railways or MES for EI works in a class whose financial limit is more than the estimated cost of the work. 2. The agency should be registered with Goods and Service Tax Department (GST). 3. The agency should have EPF registration. 4. The agency should have ESI registration.
Documents to be uploaded online	<p>Original instruments towards tender-sale (document fee) and EMD along-with undertakings (as per format given for undertaking-1, undertaking-2, undertaking-3 and undertaking-4) and self-attested copies of the following eligibility documents to be scanned (preferably in PDF & compressed format) and uploaded online with the technical envelope in the e-procurement system.</p> <ol style="list-style-type: none"> 1. Enlistment letter with valid Contractors License. 2. Valid MSE registration Certificate. (if applicable) 3. GST registration letter with latest GST return filed by the agency. 4. EPF registration letter with latest EPF return filed by the agency. 5. ESI registration letter with latest ESI return filed by the agency. <p>Note:</p> <ol style="list-style-type: none"> 1. Tender-sale/ Tender document fee is NIL for 'Micro and Small Enterprises (MSE)' bidders registered with MSME bodies if they are registered for the services for which tender is invited. 2. EMD is exempted for 'Micro and Small Enterprises (MSE)' bidders registered with MSME bodies if they are registered for the services for which tender is invited. 3. Tender sale (document fee) in the shape of Demand draft /Pay-order drawn on any scheduled Bank/Nationalized Bank in favour of "MTNL DELHI" should be of exact amount and should not have been issued by the bank before the date on which NIT was published on the e-tender website. 4. At any time if MTNL requires any document for verification the bidder shall submit the original documents to MTNL authorities. Failure to produce the documents within the time limit given by MTNL shall result in the rejection of the bid summarily. 5. All uploaded documents should be legible & valid. Uploading illegible/invalid documents or failure to upload any of the above documents shall result in the rejection of the bid summarily. 6. The firms furnishing false /fabricated experience certificate /documents shall be debarred from participating in MTNL tenders for next one year. 7. The validity of the On-Line Bid starts from next day, after the date of opening of the Tender Document-(Eligibility Bid)

Documents to be submitted physically	<p>The followings be submitted in properly wax-sealed cover/ envelope physically in the office of EE(E), latest by the submission date and time of the on-line bid:</p> <ol style="list-style-type: none">(1) Original instrument towards tender-sale (document fee)(2) Original instrument towards EMD(3) Original undertakings (as per format given for undertaking-1, undertaking-2 , undertaking-3 and undertaking-4) and(4) Self-attested copies of the Eligibility documents uploaded online with the technical envelope in the e-procurement system. <p>Note: Documents will not be accepted by post/courier under any circumstances.</p>
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**INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS
ONLINE THROUGH TENDER SITE <https://eprocure.gov.in/eprocure/app>.**

The tender document has been published on the Central Public Procurement Portal (URL <https://eprocure.gov.in/eprocure/app>). 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 "Click here to Enroll" on the CPP Portal Enrolment 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/ nCode/ eMudraetc.)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 DOCUMENT

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

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids. 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.
2. 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/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.
3. 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” area available to them to upload such documents. Those documents may be directly submitted from the “My Space” area while submitting a bid, and need not to be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidders should log into the site well in advance for bid submission so that he/she 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 and enter details of DD/any other accepted instrument.
4. Bidder should prepare the TENDER FEE & EMD as per the instructions specified in the tender document. The details of the Tender Fee & EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time otherwise the tender will be summarily rejected.
5. The tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
6. Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format (BoQ_xxxx.xls) 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 green colored (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.
7. 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. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
8. 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.
9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids, 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.
11. 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 i.e. Executive Engineer (Electrical).
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. The contact number for the helpdesk is 1800 233 7315.

UNDERTAKING 1
(ON PRINTED LETTERHEAD OF THE AGENCY)

I/We have read and examined the Notice Inviting Tender, Schedules, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for MTNL within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to General Conditions of Contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of tender and not to make any modification in its terms and conditions.

Further, I/We agree that in case of forfeiture Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in MTNL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit and/or Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

(Signature of Contractor)

(Seal of the Firm)

(Dated.....)

UNDERTAKING-2

(ON PRINTED LETTERHEAD OF THE AGENCY)

I.....Son of.....

Resident of

hereby give an undertaking that

* I / We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our Registration no. is We undertake to keep it valid during the currency of contract.

* I / We have registered as per the ESIC Act, 1948 (amended up to date) and our Registration no. is We undertake to keep it valid during the currency of contract.

Any consequence arising due to non-complying of EPF & ESI Act provision shall be sole liability of the undersigned contractor.

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.

*Strike out whichever is not applicable.

(Signature of Authorized signatory)

(Seal of the Firm)

(Dated.....)

UNDERTAKING-3

**(ON PRINTED LETTERHEAD OF THE
AGENCY)**

I.....Son of

Resident of

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

(Signature of Authorized signatory)

(Seal of the Firm)

(Dated)

UNDERTAKING-4

(To be submitted by M.S.E. Bidder only)

I/ We undertake that

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/We withdraw or modify our bid during validity period; I/ We will be suspended/ debarred/ banned for the period of one year in MTNL.
3. If I/ We fail to enter into the agreement and/or commence or complete the work in time, the Performance-guarantee deposited by us will stand forfeited and I/ We will be suspended/ debarred/ banned for the period of one year in MTNL.

I/We hereby covenant and declare that if anything submitted by me/us is found false and/or incorrect and/or suppression of fact at any-time, MTNL reserves the right to cancel our tender/ offer/ LOA/ Purchase-order/ work-order if issued and forfeit the EMD/ SD/ Bill amount. In addition, MTNL may debar my/our firm from participation in MTNL future tenders for one year from the date of issue of PO for all item / product/ services for which my/our firm is registered in MSME category. I/We will not approach any court of law against the decision of MTNL in this regard.

Further, in addition to the action as mentioned above, I/We will also be deprived-off from exemption from payment of tender-fee and EMD for the next one year after becoming eligible to participate in MTNL tenders.

Date:

Signature of Tenderer

Place:

Name of Tenderer

Name of the firm & MSE Regn. No.

(Seal of the firm)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The '**MTNL**' shall mean Mahanagar Telephone Nigam Ltd., New Delhi having its registered office at Mahanagar Door Sanchar Sadan, 9 CGO Complex Lodhi Road, New Delhi- 110003 and shall include their legal representatives employees and permitted assigns.

The '**CMD MTNL**' shall mean the Chairman and Managing Director, of Mahanagar Telephone Nigam Ltd., or his successors in the office or his authorized Officer.

The '**ED MTNL**' shall mean the Executive Director, of Mahanagar Telephone Nigam Ltd., or his successors in the office or his authorized Officer.

The '**CGM MTNL**' shall mean the Chief General Manager, MTNL Delhi or his successors in the office or his authorized Officer.

The '**PCE (E)**' shall mean the Principal Chief Engineer (E), MTNL, Delhi or his successors in the office or his authorized Executive.

The '**SE (E)**' shall mean the Superintending Engineer (Electrical) MTNL, Delhi in-charge of the project or his successors in the office or his authorized Executive.

The '**Contract**' shall mean the tender documents and letter of acceptance thereof and the formal agreement, if any, executed between the MTNL and the Contractor together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.

The '**Contractor**' shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

The '**Engineer-in-Charge**' shall mean the Officer of the MTNL who shall direct, supervise and be in-charge of the work for purposes of the Contract. The Engineer-in-Charge may nominate his representative(s) and authorize him/them to assist in performing his duties and functions.

The '**Work**' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

The '**Permanent Works**' shall mean and include the works which will be incorporated in and form a part of the Work to be handed over to the MTNL by the Contractor on completion as per the Contract.

The '**Temporary Works**' shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work.

The '**Site**' shall mean the land and/or other places on, under, into or through which the Work is to be executed under the Contract including any other lands or places which may be allotted by the MTNL or used for the purpose of the Contract.

The '**Letter of Acceptance**' shall mean intimation by a letter in writing by the MTNL to the successful tenderer that his tender has been accepted in accordance with the provisions contained therein.

The '**Contract Value**' shall mean the amount at which the tender has been accepted.

The '**Press Notice**' shall mean the intimation through Press Notice or in any other manner to contractors inviting them to bid for the Work.

The '**Tender**' shall mean the proposal along with supporting documents submitted by eligible tenderers for consideration of the MTNL

The '**Mobilisation**' shall mean establishment of sufficiently adequate infrastructure by the Contractor, comprising of construction equipments, aids, tools, tackles, including setting of site offices with facilities such as power, water, communication etc., establishing manpower organization comprising of Resident/Site Engineer, supervisory personnel and an adequate strength of skilled, semi-skilled and unskilled workers, materials etc., who with the so established infrastructure shall be in a position to commence execution of work at the Site, in accordance with the agreed time schedule for Completion of

the Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish infrastructure as indicated above to the satisfaction of Engineer-in Charge.

The **'Specifications'** referred to in these conditions shall mean the 'Technical Specifications'. It shall also include the latest edition of relevant Central Public Works Department Specifications for Electrical / Civil Works with correction slips issued upto the date of receipt of tenders, and relevant Bureau of Indian Standard Codes including all amendments issued up to the date of receipt of tenders.

The **'Market Rates'** shall be the rates as decided by the Engineer-in-Charge on the basis of the cost of material and labour at the Site where the Work is to be executed, plus fifteen (15) percent to cover all overheads and profits. For assessment of cost of materials the Engineer-in-Charge shall take issue rates in case of materials issued by MTNL or else the market rates. The labour rates shall be the minimum wage rates specified from time to time by the local Government/administration and where not available, then the rates at Site. The "Building and other construction workers cess" as applicable in Delhi on works contract @1% shall be added at the end of analysis of rates after adding contractors' profit and overheads in arriving at the market rates, including goods and service tax.

The **'Schedule of Rates'** referred to shall mean the CPWD, Delhi Schedule of Rates-2016 with the amendments thereto issued upto the date of receipt of tenders.

The **'Sub-Contractor'** shall mean any person or firm or company (other than the Contractor) to whom any part of the work, specialized in nature or otherwise, has been entrusted by the Contractor, with the prior written consent of the Engineer –in-Charge.

The **'Subgroup'** shall mean the groups into which the schedules of quantities have been divided in the Contract.

The **'Completion Certificate'** shall mean the certificate to be issued by Engineer-in-Charge when the work has been physically completed in accordance with the Contract.

The **'Defect Liability Period'** in relation to the Work shall mean the specified period counted from the date of completion during which the Contractor stands responsible for rectifying all defects that may appear the Works executed by the Contractor in pursuance of the Contract and includes workmanship defects etc., warranties against manufacturing/fabrication defects covering all materials components and the like supplied/executed by the Contractor.

2. INTERPRETATION

Singular and Plural

Words importing the singular shall also include the plural and vice versa where the context so requires.

Headings and Marginal Notes

Headings & Marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Meanings

Wherever in this Contract the words directed, permitted, required, ordered, designed, considered, necessary or like words are used, it shall be understood that the said directions, permissions, requirements, orders, designs etc. of the Engineer-in-Charge, are intended. Similarly words approval, acceptable, satisfactory or like words shall mean approved by or accepted by or as per satisfaction of the Engineer-in-Charge unless any other meaning is plainly intended.

Languages and Measures

All documents pertaining to the Contract, Drawings or any other writings shall preferably be written in English Language. The Metric system of measurement shall be used in the Contract unless otherwise specified.

3. GENERAL

The Site for the work shall be made available in parts. The general information can be obtained from the Engineer-in-Charge.

The Tenderer shall be deemed to have visited the Site and familiarized himself thoroughly with site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a

reason for extra claims or for not carrying out the works in strict conformity with drawings and specifications. The tenderer shall read the Specifications and study the drawings & verify all plans, elevations and sections etc. shown in the drawings and, in case of doubt, obtain required particulars, from the Executive Engineer which may in any way influence his tender. No extra payment what so ever will be made beyond the Contract, for the alleged ignorance thereof.

Any changes in layout due to site conditions or technical requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

Tenderer to obtain his own information

The tenderer shall be deemed to have examined the tender documents and to have obtained all necessary information in respect of all matters whatsoever that might influence carrying out the Works at the rates, prices quoted in Scheduled of quantities and satisfied himself to the sufficiency of his tender etc.

Contractor's Store.

The Engineer-in-Charge shall at his discretion & convenience and for the duration of execution of the Contract make available at site, free of Charge, lockable stores, etc. required for execution of the Contract. Safe custody of the stores shall be the responsibility of the Contractor at his own cost.

On completion of the work, the Contractor shall hand over the store premises duly cleaned to the Engineer-in-Charge. Until and unless the Contractor has handed over the vacant possession of store allotted to him for the above purpose, the payment of his final bill shall not be made. In the event of the Contractor failing to vacate the store, the Engineer-in-Charge at its discretion shall get the Store vacated, at the cost of the Contractor.

The contractor shall not allow his workmen to put up any unauthorized hutments, canteen or tea shops etc. on the MTNL's property, in or around the site made available to him for the purpose of execution of the work.

WATER & POWER SUPPLY: Electricity & Water for erection, commissioning and testing of equipment shall be provided by the department free of cost. However department does not guarantee the continuity of supply and no compensation whatsoever shall be allowed on this account.

WORKS TO BE CARRIED OUT

The work shall be carried out by the Contractor in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost. Wherever local bye-laws require engagement of licensed Plumbers/Electrical inspectors or any other specialized persons, the Contractor shall engage them at his own cost. The completion certificates, wherever applicable, to meet the statutory obligations, shall be arranged by the Contractor.

The contractor shall provide, at his own cost, all materials, plants, tools, equipments, appliances, implements, Ladder, cordages, tackle, scaffolding and temporary works, required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The contractor shall deploy without charge the requisite personnel with means and materials, necessary for the purpose of setting out the works, counting, weighting, and assisting in measurements or examination of the work from time to time.

The quantities shown against the various items of works are approximate. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and accepted, subject to the provisions contained in Clause 13.0.

Sub-contractors

If the tenderer intends to execute any part of the Work through sub-contractor, he shall indicate this clearly alongwith tender bid and mention the name and address of the sub-contractor to be employed. He will also submit complete bio-data of such sub-contractor(s) for approval of the Engineer-in-Charge. The approval of any of such sub-contractor does not have any effect on responsibility of the Contractor for

due and proper performance of the total Contract and the Contractor shall remain squarely responsible for the due execution of the Contract in all respects.

The tenderer shall submit the list of the MTNL employees related to him. The tenderer shall not be permitted to tender for works in MTNL CE (E) Delhi Unit in which his near relatives is posted as JAO/AAO/AO/CAO/DGM(F) or an officer in any capacity between the grades of CE and Junior Engineer both inclusive. He shall also intimate the names of the persons, who are working with him in any capacity or are subsequently employed by him, and who are near relatives to any official in MTNL. Any breach of this condition by the Contractor would render him liable to be refused tenders in future.

No official of MTNL shall in any way be bound or liable personally for acts or obligations of MTNL under the contract or be answerable for any default or omission in the observance or performance of any of the acts matters or things which are contained in the tender Document.

- 4. PURCHASE PREFERENCE TO TENDERER:** If there is any purchase preference allowed by the Government of India, to the tenderer, same shall be allowed as per rules applicable at the time of receipt of tenders. The tenderer shall submit supporting documents along with the bid.

5. EARNEST MONEY

Forfeiture of Earnest Money:

If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the department shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.

If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited without any notice.

In case of forfeiture of earnest money as prescribed in 1 and 2 above, the tenderer shall not be allowed to participate in the retendering process of the work.

Refund of Earnest Money: Earnest money shall not be adjusted in any RA / Final Bill and shall be refunded as per procedure after submission of final bill in the accounts branch.

- 6. VALIDITY:** The tender for the Work shall remain valid for a period of 90 (NINETY) days after the date of opening of Tender.

7. TIME SCHEDULE AND DELAY

The time allowed for carrying out the work shall be as stipulated in the 'WEB NIT' and 'Bid Information Sheet'. The time allowed for execution of the Work as specified in the Contract or the validly extended time in accordance with these conditions shall be deemed to be the essence of the Contract.

The programme of execution of the Work will be framed in accordance with time for completion as per the Contract. Detailed construction programme will be drawn by the Contractor and submitted to the Engineer-in-Charge for approval. The Contractor shall scrupulously adhere to these targets/programme by deploying adequate personnel, equipment and construction tools and tackles and shall also arrange himself all materials of supply in good time to achieve the target/Programme. In all matters concerning the extent of target set out in the programmes & the degree of achievement, the decisions of the Engineer-in-Charge will be final and binding on the Contractor.

If the work is delayed for the reasons beyond the Contractor's control, then upon happening of any such event causing delay, the Contractor within fourteen days of happening of such event, shall request for the extension of time indicating the period for which extension is desired, in writing to the Engineer-in-Charge in the prescribed Performa but shall nevertheless use constantly his best endeavors to prevent or make good the delay & shall do all that may be reasonably required to the satisfaction of the Engineer-in-

Charge to proceed with the Works. In such case the CE (E) MTNL at his absolute discretion may give a fair and reasonable extension of time for completion of the work.

- 8. SUBMISSION OF TENDER:** Tenders shall be submitted ONLINE only on the CPPP E-Tender web portal.
- 9. RIGHT OF MTNL TO ACCEPT OR REJECT TENDER:** The right to accept or reject the tender will rest with the MTNL. The MTNL further does not bind itself to accept the lowest tender and reserves its right to reject any or all the tenders received without assigning any reason whatsoever.

10. CONTRACT

Signing of the Contract

The successful tenderer shall be required to execute an agreement with the Engineer-in-Charge viz. E.E.(E) in the proforma annexed to tender document, within stipulated period from the issue of letter of acceptance by the MTNL. In the event of failure on the part of the successful tenderer to submit the Performance Guarantee and Sign the Agreement, the Earnest Money will be forfeited and the tender ~~cancelled~~. Action will be taken against the firm as per Undertaking-1 given by the firm.

The Contractor will be supplied free of charge one certified true copy of the Contract Document except standard specification and the standard schedule of rates and such other printed or published documents. One set of drawings shall be issued during the progress of the Work. He shall keep these documents at Site and same shall be available for use of Engineer-in-Charge or his representative any time during the Contract Period.

The Contractor shall maintain secrecy of these documents and none of these documents shall be used for any purpose other than that of this Contract.

11. CONTRACT DOCUMENTS - GENERAL

Complete documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy inconsistency, error or omission amongst any of them the matter may be referred to Engineer-in Charge who shall give the decision, which shall be final & conclusive and the Contractor shall carry out work accordingly.

The Special Conditions of the Contract, if any, shall be read in conjunction with General Conditions of Contract, and other tender documents. Where any portion of the General Conditions of the Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations prevail.

In case of conflict/ discrepancy amongst the provision of the Conditions / Specifications following order of precedence shall be observed:

- i) Nomenclature of items of Schedule of Quantities.
- ii) Special conditions of Contract, Technical Specifications & Drawings
- iii) General Conditions of Contract.
- iv) Provisions of relevant CPWD specifications.
- v) Provisions of BIS Codes.

If the specifications for any item of work are not covered in any of the documents mentioned as above, the Contractor will seek clarifications from the Engineer-in-Charge, whose decision shall be final and binding.

In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications and BIS Codes, the higher of the frequencies of testing shall be followed, and nothing extra shall be payable to the Contractor on this account.

Any non-destructive tests required to satisfy the Engineer-in-Charge shall be got done by the Contractor who shall be paid suitably in this regard by the Engineer-in-Charge.

Additional Specifications for the Work - Please refer Technical Specifications.

Drawings to be Supplied by MTNL

Preliminary drawings: The preliminary drawings available with MTNL at the time of tender are only for the general guidance to the Contractor to enable him to visualize the type of Work to be executed. The Contractor will be deemed to have studied the drawings / visited the site & formed an idea about the total work involved.

Working drawings: In the course of progress of the Work, the detailed working drawings on the basis of which actual execution of the Work has to proceed shall be prepared by the contractor and got approved by the department.

12. PERFORMANCE GUARANTEE AND SECURITY DEPOSIT

Performance guarantee: The successful tenderer, hereafter referred to as the contractor, shall deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee in one of the following forms:

- a. An irrevocable Bank Guarantee bond of any scheduled bank in the prescribed format given in Annexure-II.
- b. Fixed Deposit Receipt (FDR) of a Scheduled Bank.

Forfeiture of Performance Guarantee.

In case the Contractor fails to complete the work by the stipulated period of completion or any extended period as authorized by the competent authority; MTNL, without prejudice to any other rights and remedies available under the contract, shall forfeit and encash the Performance guarantee Amount and credited to MTNL. In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the Contractor. The Contractor forthwith, on demand from MTNL, shall make good the deficit.

Security Deposit

The Contractor shall permit MTNL at the time of making any payment to him for work done and measured under the Contract to deduct from each running bill such sum at the rate of 5% (Five percent) of the gross amount of the bill till the sum along with the sum already deposited as Performance Guarantee will amount to Security deposit of 10% (Ten percent) of the tendered value of the work towards Security Deposit. The whole amount shall be retained in cash upto a period of 12 months from the date of completion of work i.e. till the Expiry of Defect Liability Period or finalisation of the bill, whichever is later.

All compensation or any other sums of money payable by the Contractor under the terms of this Contract may be deducted from his Security Deposit or from any sums which may be due to or may become due to the Contractor by MTNL on any account whatsoever and in the event of his Security Deposit amount being reduced by reason of any such deduction, the Contractor shall within 10 days make good in cash or Demand Draft of any Scheduled bank in favour of MTNL Delhi.

If the Contractor damages, breaks, or destroys the property belonging to the MTNL or others during the execution of the Contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies & recover expenses from the Contractor for which the certificate of the Engineer-in-Charge shall be final and binding.

13. DEVIATIONS/VARIATIONS-EXTENT & PRICING

The Engineer-in-Charge shall have powers :

- i) to make alteration in, omissions from, additions to, or substitutions from the original specifications, drawings design and instructions that may appear to him, to be necessary during the progress of the Work, and
- ii) to omit a part of the work in case of non-availability of portion of the Site or for any other reasons, and, the Contractor shall be bound to carry out the Work in accordance with instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work

which the Contractor may be directed to do as part of the Work shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The Contractor shall not carry out such works without written instructions from the Engineer-in-Charge.

For any project / maintenance work if any extra item / substitute item or deviation is to be carried out it will be carried out as per financial powers of the various unit officers.

If any work is to be carried out for completion of project / maintenance work and the rate quoted by vender are low in that case also work is to be executed but the decision shall be given by Engineer-in-Charge.

The Engineer-in-Charge shall, however, be at liberty to cancel his order to carryout such items or increased quantities of work by giving notice in writing to the Contractor, and arrange to carry out the work in such manner as he considers fit. But under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rate(s) of item (s) falling under this clause.

14. SUSPENSION OF WORK

The Contractor shall, on receipt of the order in writing of Engineer-in-Charge, suspend the Work or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons.

- i) On account of any default on the part of the Contractor ; or
- ii) For improper execution of the Work or part thereof for reasons other than the default of the Contractor ; or
- iii) On account of any order/instructions passed by the Govt. of India or the Court, having direct bearing on the execution of the Work.

For safety of the works or part thereof, the Contractor shall, during such period of suspension, properly protect & secure the Work to the extent necessary & carry out the instructions given in that behalf by the Engineer-in-Charge.

If the suspension is ordered for reasons (ii) to (iii) in the sub clause 14.1 above, the Contractor shall only be entitled to an extension of the time equal to the period of every such suspension plus 25% thereof. The Contractor shall not be eligible to claim any compensation by way of watch & ward, hire charges of Tools & Plants, Establishment expenses loss of profit etc.

15. COMPENSATION FOR DELAY

If the Contractor fails to maintain the required progress in terms of clause 7.0 or to complete the Work and fails to clear the Site on or before the stipulated or extended date of completion, he shall, without prejudice to any other right or remedy of the MTNL on account of such breach, be liable to pay compensation of any amount equal to one percent of the Contract value for every week that the Work is not completed or such smaller amount as decided by the CE(E), MTNL whose decision in writing shall be final & binding. This compensation shall be in addition to the performance Guarantee amount, in case the same is forfeited. Provided always that the entire amount of compensation for delay to be paid under this clause shall not exceed ten percent of the Contract Value.

The amount of compensation payable shall be deposited by Contractor. In absence of doing so it may be adjusted or set-off against any sum payable to the Contractor including the Security Deposit & Performance guarantee amount under this Contract or any other amount lying with MTNL.

16. BREACH OF CONTRACT

If the Contractor:

- (a) having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the Work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or

- (b) has failed to commence the work or has suspended the progress of work or has failed to proceed with the Work so that in the judgment of the Engineer-in-Charge (Which shall be final & binding) that he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge ; or
- (c) commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing given to him in that behalf by the Engineer-in-Charge ; or
- (d) being an individual, or if a firm, any partner thereof, shall at any time during the currency of the Contract is adjudged insolvent or having received an order for administration of his estate made against him under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (e) being a company, passes a resolution or the Court makes an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders be appointed or circumstances arise which entitle the Court or creditors to appoint a receiver or manager or which entitle the Court to make a winding up order; or
- (f) assigns, transfers sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the Engineer-in-Charge, then CE(E), MTNL, Delhi may without prejudice to his rights against the Contractor in respect of any of the delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any rights or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing through Engineer-in-Charge have powers.
 - (i) To determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Contractor under hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Security Deposit and Performance Guarantee of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the MTNL
 - (ii) To employ labour and to supply materials to carry out the Work or any part of the Work & debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final & conclusive) against the Contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of the Contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under this sub clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the MTNL are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - (iii) After giving notice to the Contractor to measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (the certificate in writing of the Engineer-in-Charge for the amount which exceeds the amounts contracted for the unexecuted/imperfectly executed items shall be final & conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him under the Contract or on any other account whatsoever or from his Performance Guarantee and/or Security Deposit or the proceeds of sales thereof, or a sufficient part thereof as the case may be.

In the event of any one or more of the above course being adopted by the CE(E), MTNL, Delhi, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advances

of account or with a view to the execution of the Work or the performance of the Contract. In case action is taken under any of provisions aforesaid, the Contractor shall not be entitled or be paid any sum for any work unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof.

17. CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 16

In case, any of the powers conferred upon the MTNL under clause 16 hereof shall have become exercisable and the same has not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof. In the event of any default by the Contractor for which, under any clause or clauses the Contractor is declared liable to pay compensation amounting to the whole of the Security Deposit and Performance guarantee, the liability of the Contractor for past & future compensation shall remain unaffected. In the event of the MTNL putting in force the powers vested in it under clause 16, the MTNL may, if so desire, take possession of all or any tools and plants, materials and stores in or upon the Work or the Site thereof belonging to the Contractor or procured by the Contractor and intended to be used for the execution of the Work of any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final. The Engineer-in-Charge otherwise, may give notice in writing to the Contractor requiring him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), & in the event of the Contractor failing to comply with such direction, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at the contractor's risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final & conclusive against the Contractor.

18. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge or his representative or to the Chief Technical Examiner, Central Vigilance Commission that any work has been executed with unsound, imperfect, or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand, in writing, which shall be made within 12 months of the certified completion of the Work as recorded in the completion certificate, from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid, forthwith rectify or remove and reconstruct the Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified & provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the Contract value for every week not exceeding 10 weeks, while his failure to do so shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove & replace with other, the materials or articles complained of as the case may be at the risk and expense in all respect of the Contractor.

19. TECHNICAL EXAMINATION AND AUDIT

In case there is a technical examination even after 12 months of completion of work, the Contractor shall be liable for inferior quality of the Work and consequences thereof.

The Engineer-in-Charge shall have the right to cause and audit & 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/or technical examination any sum is found to have been overpaid, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Engineer-in-Charge to recover the same from him in the manner prescribed in sub-clause 1

hereof 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 the MTNL to the Contractor.

Provided that the MTNL shall not be entitled to recover any sum overpaid, nor the Contractor shall be entitled to payment of any sums paid short where such payment has been agreed upon between the MTNL on the one hand and the Contractor on the other under any form of the Contract permitting payment for work after assessment by the engineer-in-Charge.

20. POWER OF ENTRY

If the Contractor does not commence the Work in the manner described in the contract or the Contractor at any time, in the opinion of the Engineer-in-Charge.

- (i) Fails to carry out the Work in conformity with the Contract documents;
or
- (ii) Fails to carry out the works in accordance with the Contract time schedule;
or
- (iii) Substantially suspends the Work for a period exceeding 14 days without authority from the Engineer-in-Charge;
or
- (iv) Fails to carry out & execute the Work to the satisfaction of the Engineer-in Charge;
or
- (v) Fails to supply sufficient or suitable constructional plant, temporary works, labour, materials or other things;
or
- (vi) Commits, suffers, or permits any breach of any of the provisions of the Contract on his part to be performed or observed or persist in any of the above mentioned breach of the Contract for 14 days, after the notice in writing given to the Contractor by the engineer-in-Charge requiring such breach to be removed;
or
- (vii) Abandons the Work;
or
- (viii) During the continuance of the Contract becomes bankrupt, makes any arrangement or composition with his creditor, or permits any execution to be levied or goes into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction, then; in any such case the Engineer-in-Charge shall have the power to enter upon the Work and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the Work by his agents, other Contractors or workmen, or to sublet the same on any terms and to such other persons, firm or corporation as the Engineer-in-Charge in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant and stock as aforesaid without making payment or allowance to Contractor for the said materials other than such as they may be certified in writing by the Engineer-in-Charge to be reasonable and without making any payment or allowance to the Contractor for the use of the said temporary works, constructional plant and stock or being liable for any loss or damage thereof and if the Engineer-in-Charge shall by reason for his taking possession of the Work for getting completed by the other Contractor (due account will be taken of any such extra work or works which may be omitted), then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the Contractor under the Contract and not paid for. Any deficiency shall forthwith be made good and paid to the Engineer-in-Charge by the Contractor and the Engineer-in-Charge shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. collected by or belonging to, and to recoup and retain the said sufficiency or any part thereof out of the proceeds of the sale.

21. FORECLOSURE/RESTRICTION OF CONTRACT

If at any time after acceptance of the tender, the MTNL decides to abandon or reduce the scope of the Work for a reason whatsoever, the Engineer-in-Charge shall give notice in writing of the fact to foreclose or restrict the Contract, to the Contractor and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the Work. Further, the Contractor shall not have any claim for compensation by reason of an alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

In the event of foreclosure of the Contract an amount as certified by the Engineer-in-Charge for the items hereunder mentioned shall be paid.

(a) Portion of expenditure, if any, incurred on preliminary site work e.g. temporary access roads, temporary layout huts, staff quarters and site offices, storage accommodation and water storage tanks.

(b)

(i) The Engineer-in-Charge shall have the option to take over Contractor's materials or any part thereof brought to the Site. For materials taken over or to be taken over by the Engineer-in-Charge, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the Contractor.

(ii) For Contractor's materials not retained by the Engineer-in-Charge, reasonable cost of transporting such materials and tools and plants from Site to Contractor's permanent stores or to his other works whichever is less, shall be payable.

The contractor shall furnish to the Engineer-in-Charge books of account, wage books, time sheets and other relevant documents as may be necessary to able him to assess and certify the amount payable.

22. TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern, and the individual or the proprietor dies and his successors express their inability to complete the remaining work or if the Contractor is a partnership concern and one of the partners dies and the firm is wound up as per partnership deed then the Engineer-in-Charge shall close the Contract for the uncompleted part without the MTNL being in any way liable for payment of any compensation to the estate or the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the closure of the Contract. In the event of such closure, the Engineer-in-Charge shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract notwithstanding other provisions of the Contract.

23. COMPENSATION NOT RELATABLE TO ACTUAL LOSS

All sums payable to the MTNL by way of compensation under any of the conditions shall be genuine pre-estimated loss which shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

24. EXCEPTED RISKS (FORCE MAJEURE)

The work (whether fully completed or not) and all materials, machines, tools & plants, scaffolding, temporary buildings & other things connected therewith shall be at the risk of the Contractor until the Work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work of any materials properly brought to the Site for incorporation in the Work being damaged or destroyed in consequence of hostilities or war-like operations, the Contractor shall, when ordered in writing by the Engineer-in-Charge, remove any debris from the Site, collect and properly remove or/and stack in store all serviceable materials salvaged from the damaged work & shall be paid at the Contract rates in accordance with the provisions of this Contract for the work of cleaning

the site of debris, stacking removal of serviceable materials and for the reconstruction of all works ordered by the Engineer-in-Charge, such payment being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assess by the Engineer-in-Charge up to Rs. 5,000 and by the Superintending Engineer-in-Charge for a higher amount. The Contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of the Contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final & binding on all parties to the Contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations.

- (a) unless the Contractor had taken all such precautions against Air raids as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge.
- (b) for any materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the Work.

In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

In the event of any loss or damage to the Work or any part thereof from any of the Excepted Risks, the following provisions shall have effect.

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris of so much of the Work as shall have been damaged.
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection & completion of the Work under and in accordance with the provisions and conditions of the Contract. Payment for such additional works, if any, shall be made as per terms of the Contract.

Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage.

25. SETTING OUT OF WORKS, LEVELS AND ALIGNMENT

The Engineer-in-charge shall furnish to the contractor the sector boundary limits (i.e. the four corners of the work site) and a level benchmark. The Contractor shall set out the work, and shall be solely responsible for the accuracy of such setting out.

Before starting the Work the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the Work in accordance with the scheme acceptable to the Engineer-in-Charge. The center, longitudinal, face, and cross line shall be marked by means of small masonry pillars. No work shall be started until all these points are checked and approved by the Engineer-in-Charge, but such approval shall not relieve the Contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the Work and shall rectify effectively any errors or imperfections therein at his own cost.

26. SITE DRAINAGE, NUISANCE ETC.

All water, which may accumulate on the Site during the progress of the Work, or in trenches and excavations (related to this work), from other than the excepted Risks, shall be removed from the Site at his own cost to the satisfaction of the Engineer-in-Charge.

The Contractor shall not any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to occupants of other properties near the Site

and to the public generally. The Contractor shall at his own expense make necessary arrangements for undertaking anti-Malaria measures and shall comply with the directions of the Engineer-in-Charge.

Protection of Trees

Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the Work and earth within 1 meter radius of each such tree shall not be excavated. Where necessary, such trees shall be protected by providing temporary fencing without any extra cost.

27. MATERIALS OBTAINED FROM EXCAVATION

Materials of any kind obtained from excavation on the Site shall remain the property of the MTNL and shall be disposed of as the Engineer-in-Charge may direct, except where otherwise specified.

Treasure, Trove, Fossils, etc.

All fossils, coins, articles of value or antiquity & structures and other remains of things of geological or archaeological interest discovered on the Site shall be the absolute property of the MTNL and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or property and shall immediately upon discovery thereof acquaint the Engineer-in-Charge with such discovery and carry out removal and disposal of the same as directed by the Engineer-in-Charge which shall be at the expense of the MTNL.

28. WATCH AND WARD

The Contractor shall provide and maintain caution boards, warning signs, all lights, guards, fencing and watch and ward when & where necessary or required by the Engineer-in-Charge for the protection of the Work or for the safety and convenience of those employed on the Work or the public at his own expense. No hindrance shall be caused to the traffic during the execution of the Work.

29. SUPERVISION OF WORKS

The Contractor shall be entirely responsible for executing the Work covered under the Contract in a workman like manner as per time schedule, specification & drawings etc.

The Contractor on award of the Work shall name and depute a minimum of one Graduate Engineer having at least five year experience in carrying out works of similar nature, to whom instruction for the Work shall be given. The Contractor shall also provide sufficient supervisory staff, in consultation with and to the satisfaction of the Engineer-in-Charge, to supervise different sub-groups & in such manner as will ensure best quality, expeditious working & efficient execution of the Work.

In case the Contractor fails to employ the Engineer having more than 5 years experience as aforesaid, he shall be liable to Pay Rs.15000/- for each month of default. The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final & binding on the Contractor.

Removal of Workmen

If any of the Contractors foremen or employee, in the opinion of the Engineer-in-Charge be found guilty of any misconduct or be incompetent they will be substituted by qualified & competent persons. Should any of the Contractor's men be negligent in the performance of their duties or that in the opinion of the Engineer-in-Charge, be undesirable for administrative or any other reasons such person(s) so removed from the Work, shall not be employed again in connection with Work without the written permission of the Engineer-in-Charge. Vacancy so created shall be immediately filled at the expenses of the Contractor.

Work During Night or on Sundays and Holidays

No work shall be carried out during night or on Sundays or on declared holidays without the permission in writing of the Engineer-in-Charge or his representative.

30. INSTRUCTIONS AND NOTICES

Except where otherwise provided in the contract, all notices to be given and all other actions to be taken on behalf of the MTNL may be given or taken by the Engineer-in-Charge.

- 30.1. All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 30.1. The Contractor or his representative shall be in attendance at the site(s) during all working hours and shall superintend execution of the Work with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself.
- 30.1. The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a Site Order Book for the Work maintained in the office of the Engineer-in-Charge and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, a copy of such instruction (s) shall be supplied by the Engineer-in-Charge.

31. INSPECTION AND APPROVAL

The Engineer-in-Charge or his representative shall have powers at any time to inspect & examine any part of the work and the Contractor shall at his own cost, give such facilities as may be required for such inspection and examination. The Contractor or his authorized representative shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge etc. to visit the work shall have been given to the Contractor, be present to receive orders and instructions.

All works embracing more than one process shall be subject to examination & approval at each stage thereof and the Contractor shall give due notice to the engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination & measurement of and work which is about to be covered up or put out of view. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work of foundation work is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay attend for the purpose of examining and measuring such works. In the event of the failure of the Contractor to give such notice, the Contractor shall if required by the Engineer-in-Charge, uncover such work at his own expense for verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge at his own cost.

32. DELEGATION OF POWERS BY ENGINEER-IN-CHARGE

The Engineer-in-Charge may from time to time, in writing, nominate his representatives who shall inspect and supervise the Work, examine and test materials to be used & its workmanship. The Contractor or his representative shall receive instructions from the representatives of the Engineer-in-Charge as they are being given by the Engineer-in-Charge.

The representative(s) of Engineer-in-Charge shall not be authorized to order any extra item, substituted item or deviations from the Contract.

Failure of the representatives of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work of materials and to order the pulling down removal or breaking up thereof.

If the Contractor shall be dissatisfied with any decision of the representatives of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there upon confirm, reverse or vary such decision without any liability of the MTNL.

33. COMPLETION CERTIFICATE

As soon as the Work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within TEN DAYS of receipt of such notice the Engineer-in-Charge shall inspect the work and if in the opinion of Engineer-in-Charge there are no structural defects or other major defects and the building is habitable and can be usefully/functionally occupied, albeit some minor defects needing rectification, shall furnish the Contractor with a certificate of completion indicating (a) date of completion (b) defects to be rectified by the contractor, if any, and/or (c) items for which payment shall be made at reduced rates. The defects shall be rectified by the Contractor within a period of one month.

No certificate of completion shall be issued nor shall the Work be considered to be complete till the Contractor shall have removed from the Site all scaffolding, temporary works, surplus materials, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor or his workmen and cleaned all dirt from the parts of building in upon or about which the Work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters & drains, eased doors and sashes, oiled locks & fastings labeled keys clearly and handed them over to the Engineer-in-Charge & made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with any of the requirements of these conditions as aforesaid, on or before the date fixed for completion of the Work, the Engineer-in-Charge may at the expense of the Contractor, fulfill such requirements and dispose of the scaffoldings, surplus materials & rubbish, etc. as he thinks fit & the Contractor shall have no claim in respect of any such scaffolding or surplus materials etc. except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realized from such disposal as aforesaid, the Contractor shall forthwith on demand pay such expense failing which same shall be realized from any other sum due to the Contractor.

34. CONTRACTOR'S LIABILITY

Without prejudice to other provisions of the Contract the Contractor shall be responsible for taking precautions from commencement to actual completion of the Work, to prevent loss or damage that may happen to the Work or any part thereof from any cause whatsoever save and except the Excepted Risks and shall at his own cost repair and made good the same so that the completed Work shall be in good order and condition.

35. GUARANTEE & DEFECTS LIABILITY PERIOD

The guarantee shall be valid for a period of TWELVE months after completion of the work as defined above. The firm shall guarantee that all equipments shall be free from any defect due to the defective materials or bad workmanship and that the equipment shall work satisfactorily and that the performance and efficiencies of the equipments shall not be less than the guaranteed values. Any parts found defective during the guarantee period shall be replaced by the firm without any charge whatsoever. The services of the Firm's personnel, if required, during this period for such work shall be made available to the department without any extra charges. The firm shall depute their representatives to the site immediately on notification of defects by the department. The Consequential losses and damages are, however, not covered under the purview of guarantee.

36. INSURANCE

Without limiting the Contractor's obligations & 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 and 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 time during the period of Contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with a terms approved by the MTNL and the Contractor shall

submit the insurance policies to the Engineer-in-Charge within one week of signing of the Agreement along with receipt of premium . 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) Erection all Risks Insurance

The Contractor shall insure the Work for a sum equivalent to the Contract value or such additional sums as specified and 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 consequences of the execution and maintenance of the Work for which the Contractor is responsible under the Contract.

b) Workman Compensation and Employers Liability Insurance This insurance shall be affected for all the Contractor's employees engaged in the performance of the Contract. 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 in the employment of the Contractor & the Contractor shall indemnify and keep indemnified the MTNL, against all such damages and compensation and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereof.

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 or being procured by the MTNL or of the other agencies within the premises of all work of the MTNL, if such loss or damage is due to fault and/or the negligence or will full acts or omissions of the Contractor, his employees, agents, representatives.

The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the 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.

Before commencing the execution of the Work, the Contractor, shall insure and indemnify and keep the MTNL harmless 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 affected 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 indemnity under the policy being brought or made against the MTNL, the insurer will fully indemnify MTNL against such claims and any costs, charges & expenses in respect thereof.

d) 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, 1947, Industrial Disputes Act, 1947, and Maternity Benefit Act, 1961, or any modifications thereof or any other Law relating thereof and rules made there under from to time.

e) Contractor shall also at his own cost carry and maintain any and all other insurance(s) 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 .

The Contractor shall prove to the 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.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed for cancellation.

Remedy on The Contractor's Failure To Insure

If the Contractor fails to effect and keep in force the insurance referred to above or any other insurance which he/they 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 and from time to time 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 debt due from the contractor.

37. SUB-CONTRACTING

No part of the Contract nor any share interest therein shall in any manner or degree be transferred, assigned or subjected by the Contractor directly or indirectly to any person, firm or corporation whosoever provided the Contractor submits the list of sub-contractors as mentioned at sub-clause 3.9 for each individual sub-contract and the engineer-in-Charge has given consent for engaging such agency for the Work. The Contractor engaging and entering into any sub-contract prior to the consent of the Engineer-in-Charge shall be doing so at his risk and cost.

Termination of Sub-Contracts

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract, the Engineer-in-Charge shall give written notice to the Contractor requesting him to terminate such sub-contract. The Contractor upon the receipt of such notice shall terminate the sub-contract & dismiss the sub-contractor. The Engineer-in-Charge shall have the right to remove such sub-contractor from the site if the Contractor fails to remove the sub-contractor immediately.

The employment of piece rate workers shall not be deemed as sub-contracting.

38. RIGHTS OF VARIOUS INTERESTS

The MTNL reserves the right to distribute the Work amongst more than one Contractor. The Contractor shall co-operate and afford other Contractor all reasonable opportunity for access to the Work for the carriage and storage of materials & execution of their works.

The Contractor shall, in accordance with the requirements of the Engineer-in-Charge afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and/or labour of any other properly authorized authority or statutory body which may be employed at the Site for execution of any work not included in the Contract.

39. ADHERENCES TO GOVERNMENT REGULATIONS

The Contractor shall conform in all respect with the provisions of any National or State Statutes, Ordinances or Laws or any regulations or bye-laws or orders of any local or other duly constituted authority which may be applicable to the Work and with such rules, orders and regulations of such authorities and companies whose property rights are affected or may be affected in any way by the Work and shall keep MTNL indemnified against all penalties & liability of every kind for breach of any such Statute, Ordinance or Law, regulation order or bye-law.

40. CHANGES IN CONSTITUTION

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any agreement with other parties, where under which the reconstituted firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of clause 39 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said clause.

41. APPRENTICE ACT

The Contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and orders issued hereunder from time to time. If the Contractor fails to do so, his failure will be a breach of the Contract and MTNL may, in his discretion, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

42. MATERIALS

The Contractor shall at his own expenses, provide all materials required for the Work and shall be in conformity with the specifications laid down in the Contract and as per samples approved by the Engineer-in-Charge.

The Contractor shall, at his own expense, supply to the Engineer-in-Charge samples of materials and fittings proposed to be used in the Work sufficiently in advance for the approval of the Engineer-in-Charge. The Engineer-in-Charge shall be entitled to have the tests carried out as per Contract at his own cost. If the test of the samples fail, the Contractor shall arrange to supply fresh samples for testing to the Engineer-in-Charge and the testing charges shall be borne by the Contractor. Only material, the samples for which pass the test, will be allowed to be used for the Work and testing charges of such samples paid by the Engineer-in-Charges. All other expenditure required to be incurred for taking the samples, conveyance, packing etc, shall be borne by the Contractor.

The Engineer-in-Charge shall have full powers to direct removal of any or all of the materials brought to the Site and which do not confirm in character to the approved samples or specifications, within 24 hours of such written orders and in case of default on the part of the Contractor, the Engineer-in-Charge shall be at liberty to have them removed at the cost of Contractor who shall have no claims, whatsoever, on this account.

Materials required for the Work shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of materials shall be responsibility of the Contractor.

The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the Work either on the Site or at factory or workshop or other places where these are lying and the Contractor shall give such facilities as may be required for such inspection and examination.

All materials brought to the Site shall become and remain the property of the MTNL and shall not be removed off the Site without the prior written approval of the Engineer-in-Charge but whenever the Work is finally completed and advance if any in respect of any such materials is fully recovered, the Contractor shall, at his own expenses forthwith, remove from the Site all surplus materials.

43. LABOUR LAWS

COMPLIANCE WITH LABOUR LAWS

The contractor shall comply with the following labour Acts applicable in Delhi: -

- a) The contract labour (Regulation & Abolition) Act, 1970 along with contract Labour Regulation Rules.
- b) The Employees' Compensation Act, 1923 along with The Employees' Compensation (Amendments) Act, 2000
- c) The Employees' State Insurance Act, 1948
- d) The Employees' Provident Fund & Miscellaneous Provisions Act, 1952 along with The Employees' Provident Fund & Miscellaneous Provisions (Amendment) Act, 1996
- e) Any other Labour Act / Rules / Regulations applicable in Delhi in respect of the work to be carried out under the scope of this agreement.

FAILURE TO COMPLY WITH LABOUR REGULATIONS / ACTS / RULES

If contractor fails to comply with any of the above labour Act / Rules / Regulations applicable in Delhi and due to such non compliance MTNL bears any penalty or obliged to pay compensation to a workman employed by the Contractor in execution of the works, the Engineer-in-Charge shall recover from the Contractor the amount of the penalty / compensation so paid; and, without prejudice to the rights of the Engineer-in-Charge, shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due from the MTNL to the Contractor whether under this Contract or otherwise. The Engineer-in-Charge shall not be bound to contest any claim made against it, except on

the written request of the contractor and upon his giving to the Engineer-in-Charge full security for all costs for which the MTNL might become liable in consequence of contesting such claim.

The Contractor shall indemnify the MTNL against any payments to be made under and for observance of the Acts/Laws stated in this Clause and Contractor's Labour regulations without prejudice to his right to claim indemnity from his sub-contractors.

44. RATES TO COVER

Rates to cover Constructional Plant, Materials, Labour etc.

Without in any way limiting the provisions of other clauses the rates quoted by the Contractor shall be deemed to include and cover the cost of all constructional plant, temporary works, pumps, materials, labour, insurance fuel stores and appliances to be supplied by the Contractor and all other matters in connection with each item of the schedule of quantities for the execution of the Work or any portion thereof finished complete in every respect and maintained as shown or described in the Contract documents or as may be ordered in writing during the continuance of the Contract.

Rates to cover Royalties, Rents and Claims

The rates quoted by the Contractor shall be deemed to include and cover the cost of all royalties and fees for the articles, processes, protected by the letters patent or otherwise incorporated in or used in connection with the Work. Also all royalties, rents and other payments in connection with obtaining material, or whatsoever kind, for the work shall include an indemnity to the MTNL which the Contractor shall hereby give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processors or charge if levied on material, equipment or machinery to be brought to the Site for use on the Work, shall be borne by the Contractor.

Royalty at the prevalent rates shall have to be paid by the Contractor, direct to the Revenue authority or its authorized agent of the concerned State Government or Central Government and nothing extra shall be payable on this account.

Rates to cover

44.3.1.

- a) The rates quoted shall include all incidental charges like cartage, storage, safe custody of materials cutting and wastage etc., whatsoever, and nothing extra shall be paid.
- b) The rates quoted for each item of work shall be complete including cost of materials labour and other inputs what so ever.
- b) The rates for different items of work shall be for all heights and depths of the building except where otherwise specified in the items of work.
- c) The rates for centering and shuttering for suspended floors, roofs, landing, balconies and beams shall be for floor height up to and including 3.50 meters and in case of all others items of centering and shuttering, the rate shall be applicable for all floors and heights.
- d) The contractor shall give performance test of installation as per specification/drawing before the work is finally accepted and nothing extra what so ever shall be payable to contractor on this account.

Taxes by statutes

- a) Pursuant to the Constitution (Forty Sixth Amendments) Act, 1982, if any further tax or levy is imposed by Statutes, after the date of receipt of tenders, and the Contractor there upon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of the CE(E) whose decision shall be final & binding) attributable to delay in executing the work within the control of the Contractor.
- b) The Contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating there to.

Taxes, duties, octroi etc.

Subject to the provisions of sub clause 44.3.2 the Contractor shall bear full and exclusive liability for the payment of any and all taxes, octroi, now in force or hereafter imposed, increased or modified from time to time and GST, other duties and cess, in respect of works, materials&labour and all contribution and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and Contractor shall be responsible for the compliance with all obligations and restriction imposed by the labour law or any other law affecting employer-employees relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractor with all applicable Central, State Municipal and local laws and regulations and requirements of any Central, State, or Local Government agency or authority. The Contractor further agrees to defend, indemnify and hold the MTNL harmless from any liability or penalty which may be imposed by the Central, State or local authority by reasons of any violation by Contractor or sub-contractor of such laws, regulations or requirement and also for all claims, suits or proceeding that may be brought against the MTNL arising under or growing out of or by reason of the Work provided for by this Contract, by third party, or by Central or State Government authority or any administrative sub-division thereof. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

Demurrage dues

The Contractor shall pay demurrage charges incurred by the Engineer-in-Charge due to the Contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/or transport agency for such loading or unloading charges as incurred by the Engineer-in-Charge on materials not removed by the Contractor within the permissible time. Such charges shall be deducted from any sums which may be due or become due to the Contractor in terms of the Contract and or any other contract. No extra claims what so ever shall be admissible beyond the quoted rates.

45. PATENT RIGHTS

The Contractor shall fully indemnify the MTNL against any action, claim or proceeding relating to infringement or use of any patent or design of any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claims made under or action brought against MTNL in respect of any such matters as aforesaid, the Contractor shall immediately notified thereof and the Contractor shall be at liberty, at his own expense to settle any dispute or to conduct any litigation that may arise there from. The Contractor, however, shall not be liable to indemnify the MTNL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

46. PAYMENTS

The Secured Advance: Not Allowed.

Mobilisation Advance: Not Allowed

PAYMENT ON ACCOUNT.

Bills shall be submitted along with details of measurement by the Contractor in prescribed form for the work executed. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the Work. The contractor shall, without extra-charge provide shall all assistance with every appliance labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative. The Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of the work done in accordance with the Contract. If the Contractor does not submit the bill, the Engineer-in-Charge may depute his representative to measure up the said Work in presence of the Contractor or his representative who shall accept the measurement and the Engineer-in-Charge may prepare a bill from such measurements.

Payment on account shall be made by the MTNL after the Engineer-in-Charge certifies the sum to which the Contractor is considered entitled by way of interim payment for the work carried out by him.

Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

All intermediate/interim payments shall be regarded as payment by way of advance against the final payment only and not as payment for the works actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled, work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or affect in any way the powers of Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of accounts or otherwise or in any other way vary or affect the Contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

Measurement shall be recorded & payment shall be processed on monthly basis. However, payment shall be credited to the account of agency as per availability of funds.

Advance Payment

Whenever there is likely delay in recording detailed measurements for making a running bill/payment, advance payments, without detailed measurements, for work done may be made in running account bill by the Engineer-in-Charge at his discretion on being satisfied that the work has been completed to the extent the advance payment is allowed. The advance payment allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof. The final payment shall be made only on the basis of detailed measurements.

Final Bill

The Final Bill shall be submitted by the Contractor within one month of physical completion of the Work. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute for quantities and at rates as approved by Engineer-in-Charge shall be processed within six months from the date of receipt of the bill by the Engineer-in-Charge. The Contractor shall submit list of disputed items within 90 (ninety) days from the payment of final bill & if he fails to do so, his claim shall be deemed to have been waived and absolutely extinguished.

47. LIEN

Withholding and lien in respect of sums claimed

Whenever any claim arises out of or under the Contract against the Contractor, Engineer-in-Charge shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Performance Guarantee and/or Security Deposit furnished by the Contractor. In the event of the Security Deposit/Performance Guarantee being insufficient to cover the claimed amount, the Engineer-in-Charge shall be entitled to withhold and have a lien to retain to the extent of such claimed amount from any sum or sums, found payable to the Contractor under Contract or any other Contract with the MTNL pending finalization on adjudication of any such claims.

It is an agreed term of the Contract that the sum of money or money's so withheld or retained under the lien referred to above by the Engineer-in-Charge will be kept withheld or retained as such by the Engineer-in-Charge till the claim arising out of or under the Contract is determined by the Arbitrator, (if the Contract is governed by the arbitration clause) or by the Competent Court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a Partnership firm or a limited Company, the MTNL shall be entitled to withhold or also have a lien to retain toward such claimed

amount(s) in whole or in part from any sum found payable to any Partner/Limited Company as the case may be, whether in his individual capacity or otherwise.

Lien in respect of claims in other contracts.

Any sum of money due and payable to the Contractor including the Performance Guarantee/Security Deposit refundable/returnable to him under the Contract may be withheld or retained by way of lien by the MTNL in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the MTNL.

It is an agreed term of the Contract that the sum of money so withheld or retained under this clause by the MTNL will be kept withheld or retained as such by the MTNL till his claim arising out of in the same contract is either mutually settled or determined by the Arbitrator (if the Contract is governed by arbitration clause) or by the Competent Court, as the case may be and that the Contractor shall have no claim for interest or damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under the clause and duly notified as such to the Contractor.

48. ARBITRATION / SETTLEMENT OF DISPUTES

For Contract other than with Public Sector Undertakings

All the disputes, differences, controversies: / differences of opinions, breaches and violation arising from the agreement between parties shall be resolved by mutual discussions / reconciliations in good faith. If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to the sole Arbitration of any person appointed in terms of the provisions of Arbitration and Conciliation Act 1996 (As amended from time to time) by the E.D. (DELHI) MTNL or in case his designation is changed or his office is abolished, then in such cases to the sole Arbitration of any person appointed by such officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the E.D. (DELHI) MTNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), in the event of such an Arbitrator to whom the matter is referred being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the E.D. (DELHI) MTNL or the said officer shall appoint another person to act as an Arbitrator and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof shall be deemed to apply to the Arbitration proceedings under this clause. The Arbitration proceeding shall be in English Language. The venue of the Arbitration proceeding shall be Delhi. 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.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitrator under this clause together with the amount or amounts claimed in respect of each dispute. If the contractor(s) does / do not make any demand for arbitration in respect of any claim (s) in writing within 120 days of receiving the intimation from the MTNL that the bill is ready for payment, the claim of the contractor (s) will be deemed to have been waived and absolutely barred and the MTNL shall be discharged and released of all liabilities under the contract in respect of these claims. The decision of the Superintending Engineer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which he may decide to be accepted will be final and would not be open to arbitration.

For Contract with Public Sector Undertakings.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or differences shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of Arbitrator shall be binding upon the parties

to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF RS.100/- TO BE PURCHASED BY VENDER)

CONTRACT AGREEMENT FOR THE WORK OF DATED Between M/s (Refer Note) in the town of hereinafter called the Contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the MAHANAGAR TELEPHONE NIGAM LIMITED hereinafter called the MTNL (which term shall, unless excluded by or repugnant to the subject or context include its successor and assigns) of the other part.

WHEREAS

- A. THE M.T.N.L. is desirous that the work of at..... should be executed as mentioned, enumerated or referred to in the tender documents including Notice Inviting Tender, General Conditions of the Contract, Special conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- B. The Contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the MTNL's Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, Plans, Time schedule for completion of work, Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The MTNL accepted the tender of M/s. (Refer note at page.....) (Contractor) for the work of at and conveyed vide letter No. Dt. at the rates stated in the Schedule of quantities for the work and accepted by the MTNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby convenients with the MTNL that the Contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulation mentioned in the contract. AND

2. In consideration of the due provision, execution, completion and maintenance of the said work, the MTNL does hereby agree with the Contractor that the MTNL will pay to Contractor the respective amounts for the work actually done by him and approved by the MTNL. at the Schedule of Rates and such other sum payable to the Contractor under provision of the Contract, such payment to be made at such time in such manner as prescribed for in the Contract.

It is specifically and distinctly understood and agreed between the MTNL and the Contractor that the Contractor shall have no right, title or interest in the site made available by the MTNL for execution of the works or in the building, structures or works executed on the said site by the Contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the MTNL shall have an absolute and unfettered right to take full possession of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor, and lying on the site.

In Witness whereof the parties hereto have here into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on
Behalf of the MTNL.
(MAHANAGAR TELEPHONE NIGAM LTD.)
DATE.....
PLACE.....
IN PRESENCE OF TWO WITNESSES
Signature
Name:
Official Address

Signature and delivered for and
on behalf of the Contractor
(Contractor)
DATE
PLACE

Signature
Name:
Official Address

PROFORMA FOR PERFORMANCE GUARANTEE

(ON NON-JUDICIAL STAMP PAPER OF RS.100/- TO BE PURCHASED BY VENDER)

THIS DEED OF GUARANTEE IS MADE THIS DAY OF..... between THE MAHANAGAR TELEPHONE NIGAM LTD. hereinafter called the MTNL with a Registered Office at Mahanagar Door Sanchar Sadan, 9 CGO Complex, New Delhi-110003. (which expression shall unless excluded by or repugnant to the context include his successors and assignees) of the one part and..... hereinafter called the Bank (which expression shall unless excluded by or repugnant to the context include his successors and assignees) of the other part.

WHEREAS THE MAHANAGAR TELEPHONE NIGAM LIMITED accepted the Tender of M/s (Refer note at Page.....) hereinafter called the contractor to execute the work of at Of Mahanagar Telephone Nigam Limited as per letter conveyed vide MTNL letter no., Dated (hereinafter referred to as the said contract).

AND WHEREAS THE said contract provides that the contractor shall furnish unconditional and irrevocable Bank Guarantee to the extent Rs as and by way of Performance Guarantee for the due observance and performance of the contract.

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

NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN the parties hereto as follows:-

1. That the bank hereby agrees and undertakes that if in the opinion of MTNL any default is made by M/s in performing any of the terms and/or conditions of the agreement or if in the opinion of MTNL the contractor commits any breach to the contract or there is any demand by MTNL against M/s then on notice to the bank by MTNL, the bank shall on demand and without demur and without reference to M/s..... Immediately pay to MTNL, in any manner in which they may direct the said amount of Rs. (Rupees only) or such portion thereof as may be demanded by MTNL not exceeding the sum of this Bank Guarantee and as MTNL may from time to time require. The liability of Bank to pay is not dependent or conditional on the MTNL's proceedings against the Contractor and the bank shall be liable to pay the aforesaid amount as and when demanded by them merely on a claim being raised by MTNL.

That on receipt of the demand for payment of the amount as aforesaid, it will not be open to the Bank to challenge the said demand on any ground what so ever including the formation of opinion about the default and/or breach of the contract and such opinion of MTNL shall be final and binding on the bank. The notice of demand shall be in the form enclosed and when such notice is received, it shall be treated as notice in accordance with the terms of the Bank Guarantee.

That the Bank undertakes to pay the amount as may be demanded by the MTNL as aforesaid within 2 (Two) days of the receipt of the demand. In case the payment is not made within 2 (Two) days as aforesaid, the Bank shall be liable to pay 24% interest per annum, for the delay in payment and it shall be without prejudice to MTNL's right for any other remedies that may be permissible under the law.

2. That the Mahanagar Telephone Nigam Ltd. will have full liberty without reference to Bank and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on MTNL, under the contract with the said M/s. which under law relating to the sureties would but for the provisions have the effect of releasing Bank.

3. That the right of MTNL to recover the said sum of Rs..... (Rupees only) from the Bank in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and/or whether any dispute or disputes are pending before any officer, Tribunal or Court.

That the guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s..... but shall in all respect and for all purposes be binding and operative until payment of all money due to MTNL in respect or such liability or liabilities.

The Guarantee herein contained shall not be affected by any change in the constitution of the seller or MTNL or the Bank and shall be a continuing one.

5.a) The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of six months from the date hereof restricted to Rs..... (Rupees Only) and also that the extension of this Guarantee will be provided for by the Bank for such period beyond the said period of six months as the MTNL may feel necessary in this behalf in case the time of the original contract with the contractor is extended. Provided further that if any claim accrues or arises against the Bank before the expiry of the said period of..... or an extension thereof the same shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of..... or any extension thereof provided the MTNL has given atleast three calendar months written notice to the Bank.

b) The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the MTNL in writing.

c) Any time concession or act of omission or indulgence granted by MTNL to the Contractor/Bank will not constitute any waiver on the part of MTNL nor shall be in any way prejudice or adversely affect the Guarantee.

d) The Guarantee shall not be prejudiced or in any case discharged or vitiated if MTNL hold any other undertaking/indemnity or any other securities for protection of their interest.

6.a) That the Bank declares that it has power to issue this guarantee in favour of MTNL under its Memorandum and Articles of Association and the undersigned has full power to execute it under the power of Attorney dated granted to him by the Bank.

b) That this bank Guarantee can be invoked by any one of the following officers of the MTNL:

1. Chairman and Managing Director.
2. Officers of the rank of Superintending Engineer (Civil) / (Electrical)
3. Executive Engineer (Civil)/ (Electrical) /Concerned Accounts Officer.

The invocation of the Bank Guarantee by any of the above noted/defined officers of the MTNL will be regarded and deemed to be invocation of this Guarantee by the MTNL.

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

Signed and delivered by

.....

The constituted Attorney

Signed and delivered by

.....

FOR AND ON BEHALF OF THE

for and on behalf of the
bank in the presence of

M.T.N.L.

1.

1.

2.

2.

N.B. : The Bank Guarantee shall be from the State Bank of India or any Scheduled Bank of India.

ANNEXURE TO BANK GUARANTEE
PROFORMA FOR NOTICE OF INVOCATION

To,

The Manager,

..... Bank,
..... Branch
New Delhi.

Sub.:- Invocation of Bank Guarantee No. Dated

Dear Sir,

You are to here by to take notice that M/s..... have made default in performing terms and conditions of the agreement/has committed breach of the contract.

We accordingly invoke the. above noted Bank Guarantee to the extent of Rs.....and demand that the said sum be released in our favour without any demur and delay at the earliest.

Thanking you,

Your's faithfully,

(.....)

SPECIAL CONDITIONS OF CONTRACT**1. GENERAL**

The special conditions shall be read in conjunction with general conditions of contract and amendments / corrections thereto. If there are any provisions in these special conditions, which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.

2. PRICES, TAXES, LEVIES & DUTIES:

- a. The firm / Contactor shall quote their Firm & Final prices after taking into consideration all applicable taxes / levies / duties including “the building and other construction workers welfare cess” etc and including goods and service tax. Nothing extra shall be paid after these prices.
- b. The firm shall offer equipment as per tender specifications. No loading / unloading shall be done on account of difference in capacity of the equipment offered by different firms.
- c. Deduction @ 1% of the bill amount shall be made from the running bills and final bill towards “the building and other construction workers welfare cess”.

3. STANDARDS/ SPECIFICATIONS

- a. The equipments and the installation shall conform to various Indian Standards amended up to date, wherever applicable.
- b. The item(s) of hidden nature shall be carried in the presence of Engineer-in-Charge or his authorized site representative.
- c. The firm shall use only approved make of materials as per list enclosed. If any item(s) is / are not mentioned in the list, the same shall be got approved from the engineer-in-charge before use.

4. PACKING, FORWARDING & STORAGE AT SITE

Before dispatch to site, the equipments / components / materials shall be properly packed to protect against transit damages & damages during storage in open areas either at transporter’s premises, or at the site of work.

5. TESTING EQUIPMENT AND PERSONNEL

Necessary Testing Equipment along with operating personnel shall be arranged by the firm without any extra cost during above testing.

6. FINAL TAKE OVER

The Installation shall be finally taken over by MTNL after satisfactory completion of the work as defined above.

7. BYE-LAWS INDEMNITY AGAINST LIABILITIES

- a. The firm shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving / receiving all necessary notices and keep the Engineer-in-Charge informed.

- b. The firm shall indemnify the department against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any equipment, machine, work or materials used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Firm shall defend all actions arising from such claims and shall pay all royalties.
- c. Fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the firm.
- d. All liabilities / panel recoveries on matters arising out of sales tax / excise duty / works contract tax or any other levies such as incorrect deductions, discrepancies in the filing up of returns, revised assessments by the concerned authorities etc. shall be borne by the firm.
- e. It shall be Firm's liability to follow all safety procedures in accordance with relevant I.S. specifications / fire-by-laws or any other statutory rules / regulations amended up to date during execution of work at site.

8. REJECTION OF DEFECTIVE EQUIPMENT

- a. If the completed installation / equipment or any portion thereof, after it is taken over, is found to be defective or fails to fulfill the intent of the specifications, the Firm shall on receipt of a written notice from the Engineer-in-Charge, forthwith make good the defective installation / equipment.
- b. Should the firm fail to rectify the defects / make good the defective installation / replace the equipment at no extra cost, within a stipulated time mentioned in the written notice, department may get the work done at the risk and expenses of the Firm.

9. CHANGES IN SPECIFICATIONS

- a. The department reserves the right to make changes in the specifications of the work if in its opinion the same is found necessary. However such alterations shall be made after mutual discussion and agreement between the department and the firm.
- b. Any price implication in this regard shall be mutually discussed and agreed upon in terms of relevant clause of the contract.
- c. Modifications or alternations by the firm in the design / specifications of any equipment / material will not be permitted by the department as a matter of principal, however the same can be agreed by the department under the exceptional circumstances where the same is necessitated due to non-availability of material / component of certain specifications or make OR such alterations constitute an improvement in the opinion of the firm and department.
- d. Prior written approval of the department is necessary before undertaking any alteration / modifications in the design & specifications of the equipments.

10. OPERATION OF SYSTEM

The department shall have the right to operate all equipments, if in operating condition, whether or not such equipments have been accepted as complete and satisfactory. Repairs and alterations shall be made by the firm at such times as directed by the Engineer-in-Charge, free of charge.

11. Payment terms:

Payment of the work shall be governed as under: -

Measurement shall be recorded & payment shall be processed on completion of work. However, payment shall be credited to the account of agency as per availability of funds.

Financial Bid Form: Schedule of work

Name of work: Provision of different types of associated electrical works for lifts installation at T.E Building Lodhi Road, New Delhi.

S.No.	Description of Item	Qty.	Unit	Rate	Amount
1.01	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/recessed steel/ PVC conduit as required. (Make: Havells / KEI / Polycab / Finolex) a) 3 x 2.5 sqmm.	15	Meter		
1.02	b) 4 x 6 sqmm.	20	Meter		
2.01	Supplying and fixing of following sizes of steel conduit along with accessories in surface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case of recessed conduit as required. (make: BEC/AKG) a) 20 mm	15	Meter		
2.02	b) 25 mm	25	Meter		
3	Providing and fixing 125 Ampere rating, 36 KA breaking capacity FPMCCB with thermomagnetic release along with terminal spreaders, including mounting on the SS enclosure, making connections, testing etc complete as required as per site location. (Make: Lauritz Knudsen/ ABB/ Legrand/ Havells)	2	Job		
4	Providing and fixing SS enclosure with mounting holes for easy wall mounting, louvers for better heat dissipation, generous space for cable termination and IK08 and IP30 Protection, dismantling the existing supply system, mounting the SS enclosure containing FPMCCB on the wall, making connections, testing etc complete as required as per site location. (Make: Lauritz Knudsen/ ABB/ Legrand/ Havells)	2	Job		
5	Supplying and fixing 4 way (4 + 12), double door, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/ RCCB /Isolator). (Make: Lauritz Knudsen/ABB/Legrand/Havells)	2	Number		
6.01	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. (Make: Lauritz Knudsen/ABB/Legrand/Havells). a) Single Pole.	24	Number		
6.02	b) 32 Ampere rating Triple pole and neutral MCB.	2	Number		
7	Supplying and fixing 63 ampere rating, four pole, (three phase and neutral), 415 volts, residual current circuit breaker (RCCB), having a sensitivity current 300 mA in the existing MCB DB complete with connections, testing and commissioning etc. as required. (Make: Lauritz Knudsen/ABB/Legrand).	2	Number		
8.01	Supplying and fixing of the following items including dismantling the old electrical accessories (where ever required), making suitable necessary modification/arrangement (i/c petty items) for fixing the new items and making connections etc complete as reqd as per the site location given by the Engineer-in-Charge. a) 450 mm (18") heavy duty exhaust fan, single phase, 900 RPM, 2295 CFM along with louvers/ shutters complete with frame including dismantling the old ones making connections etc complete as required as per site location. (Make: Almonard)	2	Number		
8.02	b) 450 mm (18") wall mounting air circulator, single phase, 1440 RPM, 150 M ³ /min air delivery, double ball bearing and powerful heavy duty motor. (Make: Almonard, Model: Tempest)	2	Number		
9	Supplying and fixing 4 feet LED batten fitting with integral electronic driver and LED tube operated on 230 V 50 Hz AC supply on surface by providing pvc round block (2 Nos each) for mounting arrangement, connections etc complete as required. (System wattage: 20-22 W; Lumen output: 1850-2000 lumens). (Make: Philips/ Havells/ Wipro/ Polycab/ Crompton).	8	Nos		

10	Supplying and laying of 5 core x 1.50 sqmm PVC insulated and PVC sheathed armoured copper conductor cable from lift machine room to the existing wall of lift well shaft/ surface/ trench etc wherever required including making connections and testing, saddling, dismantling the old cables (if any) etc complete as reqd as per site location. (Make: Havells/Polycab/KEI)	115	Meter		
11	Supplying and laying of 3 core x 2.5 sqmm PVC insulated and PVC sheathed armoured copper conductor cable from lift machine room to the existing wall of lift well shaft/ surface/ trench etc wherever required including making connections and testing, saddling, dismantling the old cables (if any) etc complete as reqd as per site location. (Make: Havells/Polycab/KEI)	120	Meter		
12	Supplying of 9-10 watt LED bulkhead luminaire complete with IP65/66 protection suitable for surface and wall mounting applications including dismantling of the existing old fittings, installing the new fittings in existing lift shafts with minor adjustment, connections, testing and commissioning etc complete as required as per site location. (Make: Philips Model: Endura LED WT202W LED6S CW PSU S2 PC / Havells Model: HEXAFT10WLED857SSYMBOLPC / Wipro Model: LW07-141-XXX-57-G1 / CG Model: LBHE-10-CDL)	20	Number		
13	Supplying and fixing metal box of 180mm X 100mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 A socket outlet and 15/16 A piano type switch, connections, painting etc. as required. (Make: Anchor/ Legrand/ MK/ Havells)	20	Number		
14	Supplying and fixing metal box of 75mm X 75mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 3 pin 5/6 A ceiling rose, making connections, painting etc complete as required as site location. (Make: Anchor/ Legrand/ MK/Cona/ Havells)	20	Number		
15	Supplying and fixing metal box of 75mm X 75mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 2 way 5/6 A piano type switch, connections, painting etc. as required. (Make: Anchor/ Legrand/ MK/ Havells)	4	Number		
16	Supplying and laying of 4 core x 16 Sq. mm XLPE insulated and PVC sheathed armoured aluminium conductor power cable of 1.1 KV grade on the existing wall surface including making connections and testing, saddling etc complete as reqd as per site location. (Make:Havells/Polycab/KEI/Finolex)	30	Meter		
17	Supplying and making end termination with brass compression gland and aluminium lugs for 4 X 16 sq. mm size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.	4	Set		
18	Earthing with G.I. earth plate 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	4	Set		
19	Supplying and laying 25mm x 5mm GI strip at 0.50 Mtr below ground as strip earth electrode, including connection/terminating with GI nut, bolt, spring washer including excavation and refilling etc complete as required. (Note: i) Jointing shall be done by overlapping and with 2 sets of G.I nut bolt & spring washer spaced at 50 mm. ii) Providing and fixing of pvc insulation sleeve on G.I strip wherever required to be carried out as per site requirement and as per instruction of Engineer-in-charge without any extra charges.)	62	Metre		

20	Providing and fixing 25 mm X 5 mm G.I strip on surface or in recess for horizontal / vertical run including making connection / terminating with GI nut,bolt,spring washer etc complete as required as per site requirement and as per instructions of Engineer-in-charge. (Note: i) The above job also includes arrangement of jhula suitable for building height, safety arrangement for vertical run installation of G.I strip. ii) Jointing shall be done by overlapping and with 2 sets of G.I nut bolt & spring washer spaced at 50 mm. iii) Providing and fixing of pvc insulation sleeve on G.I strip wherever required to be carried out as per site requirement and as per instruction of Engineer-in-charge without any extra charges. iv) The G.I strip is to be clamped using GI clamps and distance between two clamps should not be more than 0.5 Mtr in case of surface GI strip.)	304	Metre		
21	Providing and fixing testing joint, made of 25 mm X 5 mm thick G.I. strip, 125mm long, with 4 nos. of G.I. bolts, nuts, chucknuts and spring washers etc complete as required	4	Set		
22	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing etc complete as required as per site requirement.	45	Metre		
23	Providing and fixing of 25 mm x 5 mm GI strip in 40mm dia G.I pipe from earth electrode making connection with G.I. nut, bolt, spring, washer excavation, including cutting of RCC / pucca road, repairing the same (wherever reqd) and re-filling etc complete as required as per the instruction of Engineer-in-charge. (Note: i) Jointing shall be done by overlapping and with 2 sets of G.I nut bolt & spring washer spaced at 50 mm. ii) Providing and fixing of pvc insulation sleeve on G.I strip wherever required to be carried out as per site requirement and as per instruction of Engineer-in-charge without any extra charges. iii) The G.I strip is to be clamped using GI clamps and distance between two clamps should not be more than 0.5 Mtr in case of surface GI strip.)	52	Metre		
		Total (Rs.)			

TECHNICAL SPECIFICATIONS, TERMS AND CONDITIONS OF THE CONTRACT

1. The work shall be executed as per CPWD General Specifications of Electrical works and civil works as amended up to date, relevant I.E. Rules BIS / IEC and as per directions of Engineer-in-charge. These additional specifications / conditions are to be read in conjunction with above and in case of variations specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities of the work.
2. The bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
3. Material shall be got approved by the Engineer-in-Charge or his representative before installing/ providing at site. Only Professional (Industrial/Institutional) luminaries, switchgears and electrical products will be accepted. Consumer lighting/switchgears electrical products will not be accepted at site unless and until mentioned in the BOQ. Hence the contractors are advised to quote the rates accordingly and no claim on this account will be entertained.
4. Any damages done to the building/ equipment during execution of work shall be made good by the contractor at his own cost, failing which the needful shall be got done departmentally at the risk and cost of the firm.
5. No cartage shall be paid to the contractor.
6. The Bidders must obtain himself at his own expense all the information necessary for the purpose of tendering, inspect the site and acquaint himself with all the local conditions, means of access to work and nature of work etc. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.
7. The contractor shall make his own arrangement for Tools and Plants for which nothing extra shall be paid by the department.
8. All repairs and patch works shall be neatly carried out to match with the original finish by the contractor to the entire satisfaction of the Engineer -in-Charge. All the debris due to the works shall be cleared every now and then and site shall be kept clean by the contractor at all times.
9. The LED Luminaries and Lamps must be provided with one-year onsite warranty by the LED makes company. The contractor shall guarantee that all equipment's shall be free from any defect due to the defective materials, bad workmanship and that the equipment shall work satisfactorily so that the performance and efficiencies of the equipment's shall be not less than the guaranteed values. Any parts found defective during the warranty period shall be replaced by the contractor without any charge whatsoever and all the correspondence with installed manufacturer product brand in respect of warranty claim will be done by the vendor itself. The services of the contractor's personnel, if requisition during this period for such work, shall be made available free of any cost to the dept. The contractor shall depute his representative to the site within 48 hours of notification of defects by the

department. In case of non-fulfillment of this condition the security deposit of the firm will be forfeited and no claim shall be entertained on this account.

10. The contractor shall take all precautions for safety of the workmen. If any accident / mishappening occur during the execution of work the department shall not be responsible for the same. If any compensation is to be paid to the victim, the firm shall pay the same and no claim in this account shall be entertained by the department.
11. The material has to be supplied within 24 hours of complaint made out through SMS / Letter/ Telephone / e-mail etc. The agency has to give at least two telephone nos. which should give response round the clock. A penalty of Rs 500/- shall be imposed each time for violation of above condition.
12. The firm has to depute the qualified supervisor at site so that necessary instructions shall be given to him by the Engineer-in-charge at site. No instructions will be given to the firm Electrician/worker by the Engineer-in-charge. No claim for the idle labour shall be entertained.
13. The work is related with day to day maintenance, it includes replacement of old faulty items hence no layout plan will be issued and necessary instructions will be given to the supervisor of the firm for installation after the material is delivered at site.
14. In case if ITC of some items not done at site then 10% of quoted rate of corresponding item will be deducted on this account.
15. The above work also includes arrangement of jhula suitable for building height, safety arrangement for vertical run installation of G.I strip. Nothing extra shall be paid on this account.
16. While the pit is dug and GI earth plate is erected, the work should be offered for inspection to Engineer-in-charge concerned for verification. After the earthing process is completed, the same should offered for earth resistance testing. The earth resistance should be between 2-3 ohms under all conditions.
17. Quantities mentioned in the schedule are approximate and subject to change. No compensation will be paid on the account of variation in quantity of any item of work. Payment shall be made on actual executed quantity. No escalation on any account shall be paid on quoted rates during the period of contract and also during the duly sanctioned extension of time, if any.
18. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.
19. First and Final bill will be prepared. No running account bill will be paid.
20. Work is to be carried out within the stipulated time mentioned in the agreement. Unnecessary delaying of work by the contractor will lead to strict action against the contractor as per agreement. Moreover EOT penalty will be imposed @1% of tendered amount per week but shall not exceed 10% of the Tendered Value of work.
21. Firm has to prepare layout plan required for execution of work and get it approved on same day.
22. The contractor shall be fully responsible for watch and ward of the material at site till the same is installed, tested and handover to the appropriate authority.
23. The tenderer shall comply with all the statutory provisions as laid down under various labour laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from

time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the tenderer, there will not be any liability upon the department.

24. The agency has to make his own arrangement of scaffolding work in lift shaft / lift pit for carrying out the work at T.E building Lodhi Road. Moreover the scaffolding must be removed after the completion of work and if any damage done in the lift shaft the Contractor would be wholly liable to make good/repair the same at his own cost and expenses. Nothing extra shall be paid on this account.
25. The Bidder shall not assign, delegate or otherwise part with the work or any portion of the work to other contractor, without prior written approval of MTNL.
26. The contractor will be fully responsible for any injury or accident to any person(s) employed by him during the execution of work as work relates to height or to the residents and, for any damage/loss caused to any structure or any part of the property due to the negligence/default on the part of the contractor, the Contractor would be wholly liable to make good/repair the same at his own cost and expenses.
27. The quantity and quality of materials to be used shall be got approved from the Engineer In-charge, before execution of work. The contractor will rectify the pointed out the defects within the time period given by Engineer In-charge, and shall remove from the site all the rejected materials immediately.
28. This is all-inclusive contract i.e. all taxes and duties are included in the contract amount. Nothing extra shall be paid for on this account. Income tax and education cess shall be recovered from the bills as per rules of respective departments.
29. Nothing extra shall be paid on account of dismantling and freight of component/spares.
30. If the agency quoted abnormally low rates (A.L.R.) for certain items, those items shall be executed 100 % of total value.
31. The contractor will have to provide the copy of original purchase bill / dealer to contractor invoice, test certificate of material (if any) and dealer to contractor warranty certificate with MTNL name to Engineer-in-charge before bill is processed. Moreover, the manufacturing date of the material supplied by the firm must not be one year prior to the date of award of work. Nothing extra shall be paid on this account.
32. If any duplicate material/ nonstandard material is used at site, the firm will be debarred from issue of tender in any of MTNL division for one year.
33. The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.
34. At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

Executive Engineer (E)LR
MTNL, New Delhi

----- End of Tender Document -----