



Mahanagar Telephone Nigam Limited

Office of GM (E&TY), KKD Tele. Exch, 5, Karkarduma institutional Area, Delhi-92
Telephone No. 011-22141383, 22141384 Email address : agmplgty@bol.net.in

Online Open Tender for Cleaning & Sweeping of Exchanges/ Offices in GM (East & TY) area

Cost of Tender Document Rs. 590/-



Mahanagar Telephone Nigam Limited

Office of GM (E&TY), KKD Tele. Exch, 5, Karkarduma institutional Area, Delhi-92
Telephone No. 011-22141383, 22141384 Email address : agmplgty@bol.net.in

From: -
SDE (Plg/MM),
O/o General Manager (E&TY)

To:-

No: AGM (Plg-MM) TY/T-240/Cleaning & Sweeping/2021-22 Dated 00.00.2021

Name of the Tender: Online open tender of Cleaning & Sweeping of Exchanges/Offices in GM (East & TY) area

Please find enclosed herewith the tender documents as per the details below:

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As the tender is online for more information kindly login to website

<https://eprocure.gov.in>

Encl : Tender documents (Page-1 to 35)

A.G.M. (Plg/MM) TY



Mahanagar Telephone Nigam Limited

Office of GM (E&TY), KKD Tele. Exch, 5, Karkarduma institutional Area, Delhi-92

No: AGM (Plg-MM) TY/T-240/Cleaning & Sweeping/2021-22

Dated 00.00.2021

Section I: N.I.T. for online open tender of Cleaning and Sweeping of Exchanges/Offices in GM (East & TY) area.

Name of work:-)

1	Tender No & Date	AGM (Plg-MM) TY/T-240/Cleaning & Sweeping/2021-22
2	Estimated cost of tender	Rs. 42,69,037/- (Approx) Exclusive of GST
3	Cost price of bid document	Rs. 590/- by DD/ pay order (Non - refundable) in favor of MTNL MS UNIT Payable at Delhi
4	Document Download Start Date & Time	00-00-2021 from 1500 Hrs
5	Document Download End Date & Time	00-00-2021 up to 1600 hrs
6	Earnest Money & Tender Fee deposit Date and Time	00-00-2021 up to 1600Hrs
7	Last date & time of receipt/submission of tender	00-00-2021 up to 1700Hrs
8	Date & Time of Opening of Technical Bid	00-00-2021 at 11.30 Hrs
9	Minimum Validity of tender offer	150 days from the date of opening Of the Technical Bid.(the dept. reserves the right to extend the validity period if so required.
10	Date & Time for opening of Financial Bid	Technically qualified bidder will be Intimated accordingly
11	Earnest Money Payable (EMD)	Rs.86,000/- by DD/ Pay order in favor of MTNL MS UNIT
12	Description of Item	Cleaning & Sweeping work for the various offices Accommodation under GM (East & TY) area as per Annexure - A of tender documents
13	Type of Tender	Two Bids tender i.e. Technical Bid & Financial Bid
14	Place of opening the tender	Office of GM (East & TY) Karkarduma Telephone Exchange ND. The Technical Bid should contain documents as per clause No10 (i) to 10 (xv) of Section-1.
15	ETS bidding fee	As applicable (to paid on line on ETS portal as bid processing fees)

The rates should be quoted as per the financial bid format.

Tender it to be submit on line as per attached tender document on website or <https://eprocure.gov.in>

Tender document will also be available on MTNL web site and can be only down loaded from MTNL web site (<http://mtnl.in> or <https://eprocure.gov.in>).

Interested bidders having work experience of doing the similar type of work for last three financial years (2018-19,2019-20 and 2020-21) in MTNL/BSNL/DOT/PSU and other reputed private organizations etc are requested to participate in the tender process by bidding as per the tender document

Tender Technical bids will be opened Online on the due date and time as mentioned in NIT against “Date & Time of Online Bid Opening”. At the first instance the technical bid shall be evaluated by the tender evaluation committee (TEC) constituted for the purpose by the department. At the second stage the financial bid of only those bidders who qualified in the technical bid will be opened for which the date and time will be intimated later on. The TEC after evaluation the financial bid will give it specific recommendations regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the TEC members. The representatives of the bidders may attend the bid opening either online after logging on into the MTNL’s e-procurement portal or at MTNL premises along with letter of authorization for attending bid opening at following address.

The competent authority in MTNL reserve the right to cancel the tender at any time or amend / withdraw any of the terms and conditions contained in the tender document without assigning any reason thereof

MTNL reserve the right to accept or reject any or all the tender without assigning any reason.

**AGM (Plg/MM) TY
MTNL, 3rd floor,
Karkarduma Telephone Exchange,
New Delhi 110092.**

SECTION-I

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. General Manager (East & TY) is a unit of Mahanagar Telephone Nigam Limited (A Govt. of India Enterprise) having It's registered office at Door Sanchar Sadan, 9 CGO Complex, Lodhi Road, New Delhi. **AGM (Plg/MM) TY o/o General Manager (East & TY), MTNL has its office at 3rd floor, Karkarduma Telephone Exchange Building , Plot No. 5, Karkarduma Institutional Area, New Delhi -110092**
2. **Description of the Items:** Cleaning & Sweeping work for various office and exchanges accommodations under GM (East & TY) area. The details are as per Annexure 'A' of the tender document.

3. ELIGIBILITY

- 3.1 **Work Experience:** The bidder should have the experience certificate of similar type of work during the last three financial years (2018-19,2019-20 and 2020-21) in MTNL/BSNL / PSU and other reputed private organizations. The experience certificate should be signed by an officer not below the rank of SDE/Manager in Govt. Department / PSU and reputed Private organization. The turnover of the bidder must be at least Rs.12,81,000/- (Thirty percent of Tender value). The bidder shall have a valid license obtained from licensing authority under the contract labour (Regulation and abolition) act, 1970.

4. MARKING OF BIDS

- 4.1 Bids along with documents as indicated above shall be digitally submitted in the format prescribed by MTNL. The supporting documents shall be suitably mapped along with the format.
- 4.2 **Tender Opening:** Tender will be opened on line by the designated tender opening committee of MTNL on the schedule date and time of opening of the bids. The representative of the bidders may attend the bid opening either online after logging on to the MTNL's EPS Portal or at MTNL premises.
- 4.3 The Technical Bids shall be opened first on schedule date and time. Financial Bids shall be opened after evaluation of the Technical bids.
- 4.4 The bidder should submit the technical and financial bids digitally (ON LINE) in the formats prescribed by MTNL.
- 4.5 The MTNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause No.19 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 4.6 The system will not accept any bid after the scheduled date and time of submission of the bids.
5. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature with date and MUST SPECIFY whether he is signing as:-
- (i) A sole proprietor of the firm or constituted attorney of the sole proprietor.
 - (ii) A partner of the firm, in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of partnership agreement or power of Attorney.
 - (iii) Constituted attorney of the firm, if it is a company.
- 5.1 In case of (ii) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the general Power of attorney should be furnished.
- 5.2 In case of partnership firms, where an authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner of the firm.
- 5.3 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign, such documents and if on enquiry it appears that the person has no authority to do so. MTNL may without prejudice to other civil and criminal remedies cancel the Contract and made or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the MTNL for all costs and damages arising from the cancellation of the contract subject to minimum sum of Rs. 5,000/- as the liquidated damages in such event.
- 5.4 A signed declaration should be furnished by the bidder (authorized signatory) at the letter pad of the agency that he/they agreed with all the terms and conditions contained in the tender documents.
- 5.5 If there are any clarifications, this may be obtained through the site, or during the pre bid meeting if any. Bidder should take into the account of the corrigendum published from time to time before submitting the online bids.
- 6. DEPOSIT OF EARNEST MONEY & TENDER DOCUMET FEE (ON LINE)**
- 6.1 All the bidders must deposit a Demand Draft of Rs.590/ in favour of **MTNL MS UNIT** along with a type written application on the printed letter head of the bidder should also be deposited in the office of AGM (Plg/MM) T, karkarduma Tel. Xge, MTNL, Delhi-92 on next date up to the 1500 hrs after the last date of submission of the online tender.
- 6.2 Bidders have to deposit a copy of cross cheque in the name of company/ owner along with copy of PAN card and ID Proof with letter pad.
- 6.3 MTNL shall not be liable to pay any interest on the Earnest Money deposited.

7. PRICES

7.1 The rates (i.e. rates in Rs./Sq. Ft/month) for Cleaning & Sweeping work should be quoted by the bidder exclusive of GST but inclusive of cost of related material to be used in various buildings as per the Annexure- A under GM (East & TY) area.

7.2 Rates in Rs /Sq. Ft/month exclusive of GST but inclusive of cost of related material etc. should be quoted by the bidder for:

- (1) Cleaning & Sweeping work for covered area including Toilets.
 - (2) Cleaning & Sweeping work for open area.
 - (3) Malwa/Garbage to be removed on daily basis.
- Nothing will be paid extra by MTNL

7.3 Prices must be quoted in specified format of the financial bid of this tender document with Govt. levy as applicable. As per annexure 'C'.

7.4 No increase in the prices shall be allowed during the validity period of contract for any reason whatsoever.

8. PERIOD OF VALIDITY

8.1 Bidders should note that their offer shall remain valid for acceptance for a minimum period of 150 days from the actual opening date of the bid including any extension thereof.

8.2 In exceptional circumstances, the MTNL may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security shall be got suitably extended. A bidder may refuse the request. A bidder accepting the request will not be permitted to modify his bid.

9. The bidder shall furnish documentary evidence that he has the financial technical capability to perform the contract.

10. THE BIDDER MUST ENCLOSE THE FOLLOWING DOCUMENTS WITH THE TECHNICAL BID.

- (i) Work Experience certificate (s) for the last three financial years (2018-19,2019-20 & 2020-21) as per the eligibility clause No. 3.1
- (ii) Registration certificate of GST.
- (iii) Registration Certificate of Establishment issued from the office of Labour Department.
- (iv) Signed Declaration regarding Debarment /black listed as per Annexure 'F'.
- (v) Signed Declaration of relatives employed in MTNL/BSNL/DOT as per Annexue-E
- (vi) Registration certificate of ESI, EPF (showing PF code No/ESI Code.)
- (vii) Attested copy of partnership deed/article of Association/Memorandum of association and certificate of incorporation in case of non proprietary firm.

- (viii) Specimen signature and authorization to the person empowered by the firm to sign the bid.
- (ix) Agency detail (Annexure-G)
- (x) Bank solvency Certificate not less than Rs. 20 Lakh.
- (xi) Copy of income tax return for the last three financial years shall be enclosed (2018-19,2019-20 and 2020-21). If the income tax return of financial year 2020-21 is yet not filed by the bidder, the computation of income tax with balance sheet, profit & loss account may be taken.
- (xiii) *Proof of cost towards tender documents fees.*
- (xiv) A signed declaration should be furnished by the bidder (authorized signatory) of the agency that he/they agreed with all the terms and conditions contained in the tender documents
- (xv) Copy of the PAN No and copy of the cancelled cheque having latest account number of the bidder to create the DVN No of the bidder in the system of MTNL.

The documents sought vide 10 (i) - 10 (xv) are to be furnished in order to comply the eligibility and non-compliance of them will result in rejection of bid. It may be noted that if there is any discrepancy in NIT published in News Paper and eligibility, terms and conditions mentioned in the tender document will prevail. The eligibility shall be considered only at the time of evaluation of Techno-commercial bids. Even opening of the financial bid also does not confer any special right on the bidder to claim for award of contract or work order. Only technical bids will be opened on the date of opening of tender.

10.2 Original documents are required to be verified and may be called for verification (if required) by Tender Evaluation Committee (TEC).

10.3 Financial bid should be submitted digitally ON LINE as per financial bid format.

10.4 Financial bids of only those bidders who qualify in technical bid will be opened. The date and Time of opening of financial bid will be intimated to the qualified bidders.

10.5 MTNL shall not accept any DEVIATIONS in respect of any COMMERCIAL CONDITIONS as laid down in their documents normally. However a statement of deviation with respect to provisions of the technical specifications and commercial conditions shall be given by the bidder if there is any deviation.

11. PERIOD OF EXECUTION

11.1 The job assigned as specified are to be started within 15 (fifteen) days from the receipt of award letter.

12. RIGHT TO ACCEPT OR REJECT ANY BID

- 12.1 MTNL does not bind itself to accept the lowest offer or any bid. MTNL also reserves the right to accept or reject any bid, bidding process and reject all bids without assigning any reason and incurring any liability to bidders on the grounds for the rejections.
- 12.2 Bidder submitting a tender would be presumed to have considered all the terms and conditions. No inquiry, verbal or written shall be entertained in respect of acceptance/rejection of tender.
- 12.3 Any act or part of the bidder to influence anybody in the department is liable to rejection of this tender.

13. RIGHT TO VARY THE QUANTITY

- 13.1 MTNL will have the right to increase or decrease the job assignment ordered initially up to 25% at the time of issue of award letter without any change in unit price or other terms and conditions. Items mentioned in Annexure-A are approximate and can be altered as per requirement of MTNL.
- 13.2 MTNL reserves the right for placing orders for the area mentioned in Annexure-A as per requirement on three monthly/six monthly basis during the Period of contract.
- 13.3 MTNL will have the right to reduce/ increase the work and even may not carry out any work. No compensation will be given to the contractor.

14. EVALUATION OF SUBSTANTIVELY RESPONSIVE BIDS.

- 14.1 The bids will be evaluated with respect to their substantive responsiveness or otherwise. Thereafter, MTNL shall carryout details of the substantively responsive bids.
- 14.2 L1 will be decided by the total amount per month/year of total area including both covered and open area based upon the bids received from the bidders for House Keeping work (cleaning & sweeping) the exchange/ office in GM (East & TY) area.
- 14.3 A bid declared non-responsive will be rejected and will not be made responsive by the correction of non-conformity. MTNL may waive any minor infirmity or unconformity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 14.4 The distribution of tender quantity amongst the technically and commercially complied bidders shall be decided by MTNL on merits.
- 14.5 No post bid clarifications at the initiate of the bidders shall be entertained.

15. SUMMARY REJECTION OF BIDS.

Any one or more of the following actions /omissions may like to cause summarily rejection of bid.

- (i) Any effect by the bidder to influence the purchaser in bids evaluation. Bid comparison or contract award decision may also result in rejection of the bid.
- (ii) Without Work Experience certificate (s) for the last three financial years (2018-19,2019-20 and 2020-21) as per the eligibility clause No. 3.1
- (iii) Without Registration certificate of GST.
- (iv) Without Registration Certificate of Establishment issued from the office of Labour Department.
- (v) Without Signed Declaration regarding Debarment /black listed as per Annexure 'F'.
- (vi) Without Signed Declaration of relatives employed in MTNL/BSNL/DOT as per Annexure-E.
- (vii) Without Registration certificate of ESI, EPF (showing PF code No / ESI Code)
- (viii) Without Attested copy of partnership deed/article of Association/Memorandum of association and certificate of incorporation in case of non proprietary firm.
- (ix) Without Specimen signature and authorization to the person empowered by the firm to sign the bid.
- (x) Without Agency detail (Annexure-G)
- (xi) Without Bank solvency Certificate
- (xii) Without Copy of income tax return for the last three financial years (2018-19,2019-20 and 2020-21) . If the income tax return of financial year 2020-21 is yet not filed by the bidder, the computation of income tax with balance sheet, profit & loss account may be taken.
- (xiii) Without *Proof of cost towards tender documents fees deposited.*
- (xiv) Without A signed declaration should be furnished by the bidder (authorized signatory) that he/they agreed with all the terms and conditions contained in the tender documents
- (xv) Without Copy of the PAN No and copy of the cancelled cheque having latest account number of the bidder to create the DVN No of the bidder in the system of MTNL.

16. Acceptance of the bid

16.1 Acceptance of the bid shall be communicated through an acceptance letter.

16.2 The selected bidder/bidders within two weeks from the date of letter of acceptance of the bid shall submit:

- i. Letter of the acceptance of the offer.
- ii. The selected bidder(s) shall produce security deposit in the form of Performance Bank Guarantee from schedule Bank for the period of two years or cash /Demand draft to be deposited with AO (Cash) TY o/o GM (East & TY)

- 16.3 The firm award letter /contract shall be issued or signed only after the receipt of documents listed in the 16.2 above.
- 16.4 Failure of the successful bidder to comply with the requirements of 16.2 and 16.3 above shall constitute sufficient ground for annulment of acceptance of the bid and forfeiture of the Earnest Money and will be re-tendered.
- 16.5 If terms and conditions in the award letter/contract are different with terms and conditions outlined here in it should be clearly understood that those mentioned in award letter/contract shall govern the contract. In the event of any ambiguity or discrepancy interpretation of the MTNL, shall be final.

17. VALIDITY OF CONTRACT.

The successful bidder will enter into in an agreement with AGM (Plg/MM) TY, MTNL, Karkarduma Telephone exchange, New Delhi-92 on the approved rates, terms and conditions for a period of one year from the date of entering into the said contract. The contract is initially for one year which can be further extended for another one year on the same terms & conditions at the discretion of the GM (W), MTNL

18. CLARIFICATION OF BID DOCUMENTS.

- 18.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify to the AGM (Plg/MM) TY, MTNL, Karkarduma Telephone exchange, New Delhi-92 ON LINE by using the e-procurement site of MTNL. The AGM (Plg/MM) TY, MTNL, Karkarduma Telephone exchange, New Delhi-92 shall respond Online to any request for the clarification of the Bid Documents as per date & time of NIT against question- answer. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be posted on the MTNL's website for all prospective bidders.
- 18.2 Any clarification issued by MTNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
- 18.4 *The bidders are required to keep a watch on the MTNL Website w.r.t. any amendment to the tender document till a day prior to the submission of the tender. MTNL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.*

19 AMENDMENT OF BID DOCUMENTS

- 19.1 The MTNL may modify the bid documents by amendments for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder at any time prior to the date of submission of bids.

- 19.2 The amendments shall be displayed on MTNL's website and these amendments will be binding on all bidders.
- 19.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the MTNL may, at its discretion, extend the deadline for the submission of bids suitably.

20. MODIFICATIONS AND WITHDRAWAL OF BIDS

20.1 The bidder may modify or withdraw his bid after submission prior to the deadline Prescribed for submission of bids.

20.2 No bid shall be modified subsequent to the deadline for submission of bids.

21. OPENING OF BIDS BY MTNL

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

SECTION-II

PART-A

GENERAL CONDITIONS

1. Submission of bid against this offer shall bind the bidder to the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by MTNL.

2. PERFORMANCE SECURITY

2.1 The successful bidder will required to deposit an amount equal **to 3%** of the actual contract value within two weeks of the issue of letter of intent as Performance Bank Guarantee (PBG).

2.2 The performance guarantee on stamp paper of Rs. 100/- shall and/or the requisite value of stamp paper as per law be submitted in the form of Bank Guarantee issued by a scheduled bank and in the form provided in Annexure -J of this bid document.

2.3 The performance guarantee shall remain with MTNL and will be discharged after Completion of the contractual performance obligations including any warranty obligations under the contract.

2.4 If the successful bidder/bidders fails or neglects any of his obligations under the contract, MTNL, New Delhi shall forfeit either whole or any part of performance Guarantee furnished by the bidder as aforesaid as compensation for any loss resulting from such failure as specifically provided or otherwise that may be determined.

3. EXECUTION TIME LIMIT

3.1 The periodicity of job as stipulated in Annexure-B of the contract or letter of offer shall be deemed to be the essence of the contract.

4 FORCE MAJEURE CLAUSE

If at any time, during the continuance of this contract performance in whole or in any part by either party or any obligation under this contract shall be prevented or delayed by reason of any event of hostility acts of public, enemy, civil commotion, sabotage, tides, floods, explosion, epidemics, guarantee restricts, strikes, lockouts or act of God (herein after referred to as events) provided notices of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof. Neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performances. The contract may be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Executive Director, MTNL, New Delhi shall be final. If the performance in whole or part or any obligation under the contract is preventive and delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

5. DISPUTE RESOLUTION, ARBITRATION, APPLICABLE LAW AND JURISDICTION.

- 5.1 The parties shall Endeavour to resolve any dispute under the Agreement through mutual discussions and negotiations. However, if, after thirty (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails in that events, such disputes or differences, whatsoever arising between the parties in respect of this agreements /contract shall be referred to Arbitration, unless the matter is time barred as per the limitation Act, in accordance with the following provisions.
- 5.2 For this purpose the Purchaser/MTNL shall publish a Panel of Arbitrator, meeting the requirements of the Arbitration and conciliation Act as amended from time to time, consisting of eminent persons having wide experience in Telecom, Telecom Finance, Civil and Electrical fields. This panel will be of serving or retired officers of Government Departments or of public Sector Undertakings of the rank of Joint Secretary to Govt. of India or above.
- 5.3 Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs.20 crores. Beyond the claim limit of Rs. 20 crores, there shall be a Panel of three Arbitrators.
- 5.4 For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid Panel along with the letter invoking the Arbitration. The other Party shall convey its consent for the one name as an Arbitrator out of three names within 15 days of receipt of such request.
- 5.5 For the disputes to be decided by a Panel of three Arbitrators, the party invoking the arbitration Clause shall submit one name from the aforesaid Panel, as its Nominee, along with the letter invoking the Arbitration. The other Party to the party shall also convey the name of its nominee from the aforesaid Panel to the Party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid Panel, who shall act as the presiding Arbitrators. Thereafter, the appointment order of the sole arbitrators/ panel of three Arbitrators will be issued by ED Delhi/Mumbai/CMD,MTNL or any other officer on his behalf. In case, the office of ED Delhi/Mumbai/CMD, MTNL becomes non-existing due to restructuring or any other reason whatsoever, the officer who shall look after the works of ED Delhi/Mumbai/CMD shall issue the appointment order.
- 5.6 Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines, Other arbitration proceedings shall be in accordance with the Arbitration and conciliation Act 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceeding shall be held in Delhi/Mumbai.

- 5.7 In the event of such an Arbitrator, to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 5.8 No person other than the empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- 5.9 The Arbitration proceedings shall be in English language.
- 5.10 The law of land as promulgated/modified/amended or replaced from time to time shall govern this agreement. The agreement shall be subject to exclusive jurisdiction of courts at Delhi/Mumbai.

6. PAYMENT TERMS

- 6.1 Payment shall be made on proof of the receipt of satisfactory certificate of job assignment on actual measurement by Concerned Building In charge on monthly bill basis.
- 6.2 The payment will be made on passing and pre-checking of the bill according to departmental rules on submission of such bills normally on monthly basis by Dy. Manager/ Manager (Building) of building concerned.
- 6.3 The payment will be made after endorsing the pass order by Dy. Manager/Manager (Bldg) concerned. Through ECS by **HQ, MTNL.**
- 6.4 MTNL shall deduct TDS at the prescribed rates of Income Tax department from contractors bills.
- 6.5 The contractor will have to submit the self attested photocopies of EPF, ESI schedule and salary disbursement proof of last month and proof of deposit the EPF/ESI of the workers, with every bill along with quarterly return of GST.

7. TERMINATION OF CONTRACT

- 7.1 The MTNL may terminate the contract in whole or in parts without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor.
- (a) If the contractor fails to execute any or all of the jobs assignment within the time period(s) specified in the contract or any extension thereof granted by the MTNL and,
- (b) If the contractor fails to perform any other obligation(s) under the contract, written the stipulated period, the time being the essence of the contract.

7.2 In the event of termination of the contract in whole or in part, the MTNL may execute/get/executed the said contract upon such terms and in such manner as it deems appropriate. The contractor shall be liable to the MTNL for any excess cost for such similar contracts. However, the contractor shall continue performing of the contract to the extent not terminated.

7.3 MTNL may without prejudice on the happening of any of the above mentioned circumstances to its other right under law or the contract provided also where execution of the balance quantity of the items get the remaining work done at the risk and cost of the contractor and look to him for the payments thereof and can also claim a set off for any dues payable under this contract or any other contract under set off clause. MTNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

8. SET OFF

Whenever under this contract any amount is recoverable from or payable by the contractor, General Manager (East & TY), New Delhi-110092 shall be entitled to recover such sum by appropriating in part or whole from the security deposit/PBG made by the bidder for his contract or for any other contract in the event of this security not being taken then the balance of the total sum recoverable shall be deducted from any sum then due or which any time there after may become due to the bidder under this order or any other contract with MTNL.

The contractor cannot assign/transfer and sub-contract his interests/obligations under this contract without the prior written permission of the MTNL and such permission shall not relieve the supplier/contractor from any liability arising or obligation under contract.

9. DELAY IN PERFORMANCE AND LIQUIDATED DAMAGES

9.1 Delay in performance of the work obligation shall render the contractor liable to any or all of the following sanction forfeiture of performance security, imposition of L.D. and or termination of the contract for default.

9.2 In case of any likely-hood of delay in timely performance of service the contractor shall notify MTNL and MTNL may evaluate the situation and may in its discretion extend the period of performance of the contract without giving any benefit of increase due to change in duties/taxes but taking the advantage in case of reduction to its account.

9.3 In case of contractor is unable to execute the work awarded within the stipulated period, MTNL, without prejudice to may to any other action, due to the default also reserves the right to order such job/work at an price as deemed fit in its discretion with another firm and the contractor will be liable to pay the extra cost for arising out of such an order. However, MTNL will not be liable to pay the benefit of any difference in cost to the contractor with a further clear stipulation that in no eventuality the contractor be absolved of the liquidated damages as specifically provided in the contract and /or detailed in the Annexure Hereto.

PART-B
SPECIFIC CONDITION

1. Location and Area : As per Annexure-A of the tender document.
2. Specification of job : To be carried out at location as per annexure B of tender document.
3. Time Schedule : The office will remained open from 1000 hrs. to 1730 hrs. From Monday to Saturday/all working days except on Gazette holiday. (100% cleaning required before 9.30 AM)
4. All machinery and instruments, raw materials chemicals and other consumable items used for
House Keeping work will be arranged by the contractor. The cost of all such items will be borne by the contractor.
5. All the machinery, instruments etc. including raw materials, chemicals and consumable items etc.
used shall be of ISI mark/Standard make. All items are liable to be checked by the Sr. Manager (Building)/Manager (Bldg) of the concerned building.
- 4 The contractor shall supervise the satisfactory performance of the work at all location from Monday
to Saturday daily/all working days
7. The work shall be carried out as per scheduled and to the satisfaction of the unit officer.
8. All refuse shall be removed and dumped in nearest garbage house by the contractor employee on its own. The waste paper should be disposed in the presence of nominated representative/security personnel of the office concerned.
9. Any damage to the fixtures, fittings and equipments etc, arising due to negligence on the part of the contractor shall be made good either by replacement or on payment of adequate compensation as decided by the GM (East & TY). In this regard the decision of GM (East & TY) shall be final and binding and it will not be open to the contractor to challenge the same. In case the losses are not made good by the contractor, the same amount shall be deducted from the bill processed for payment.
- 10 Contractor shall submit local/permanent address, telephone No./fax with documentary proof of his agency and his employees deputed in each building of MTNL in the office Sr. Manager of the concerned building.
- 11 The cleaning staff should be available throughout the office hours and also when required in addition to routine cleaning
- 12 Every worker so appointed by the contractor will be provided I-Card and Uniform by the contractor at his own cost.
13. That the agency staff shall work under overall supervision and direction of this Department's Administration.
14. The Department shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duty.

15. The Agency staff shall carry out such other duties as are entrusted to them from time to time e.g. sanitation.
- 16 The contractor shall not appoint any sub-contractor to carry out any obligation under the contract.
17. At any stage of execution of the assignment if the contractor /contractors engage manpower, it is exclusive and the responsibility of the contractor.
- 18 the contractor or his employees will not be allowed to take out any item from MTNL premises without the explicit written authority of the concerned official in charge(s).
19. Inaction of the para-12 above it will be the responsibility of the contractor.
 - (i) To comply with all statutory regulation of the state and Central Govt. as applicable.
 - (ii) To ensure regular monthly deposits to EPF/ESI contribution of their employees.
 - (iii) To pay minimum monthly wages to his employees as per minimum wages act.
 - (iv) To abide the provision of the Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time including the Labour License issued from office of the Labour Commissioner, Delhi.
 - (v) The contractor shall be responsible for any claim filed by their workmen under the workmen compensation Act and also responsible for any legal cases filed by his employees engaged for executing during the contract period.
19. MTNL shall not be responsible to any of the injuries, accident and damages to the employees, machinery of contractor at workplace. No claim in this regard shall be entertained.
20. MTNL shall have no liability for employing the persons engaged by the contractor.
21. (a) If the work assigned to the contractor is not found completed before starting of the office i.e. 10.00 a.m. on any day the penalty as mentioned in Annexure 'D' shall be livable. The decision of the Divisional Engineer/Unit Officer shall be final and binding on the contractor.
 - (b) In case the performance of the contractor is not found to be satisfactory even after issue of two written warnings, the contract is liable to be cancelled and security will be forfeited.
22. If there are 02 or more Nos. of successful bidders then the work will be distributed in the ratio of 70:30 (L1 :L2) at the rates of L-1. In case of one successful bidder, 100% work will be awarded to L-1 Bidder. The decision of MTNL regarding the distribution of work would be final and binding on all the bidders. If L-2 Bidder refuses to accept the work then the work would be given to L-1 for 100%.

22. CONDITION OF THE CONTRACT

1. Income Tax/GST/WCT Tax/Labour cess shall be deducted at source in accordance with the provision as per rules or any other deduction that may be provided under any other law.
2. In case the contract is awarded to the bidder, the approved bidder will have to deposit security in the form of performance guarantee an amount equal to **3%** of the actual contract value in the form of Bank Guarantee as per Annexure- I, issued by a schedule bank within two weeks of issue of letter of indent and informing MTNL in writing intention for accepting the job. The security deposit without any interest will be released to the contractor only when contractual obligations are discharged under this contract after six months of expiry of this contract. The bidder will produce the original receipt of this deposit before execution of the agreement.
3. If the contractor fails to maintain cleanliness in any of the offices or if the work done is not satisfactory the penalty as mentioned in the annexure 'D' shall be levied. The repetition of unsatisfactory work may lead to forfeit security deposit and termination of contract, as aforesaid.
4. The liability of MTNL shall be limited only to the agreed contractual amount payable to contractor.

AGM (MM/Plg) TY

ANNEXURE- 'A'

S.No.	Location/Site	Nos of Toilet	Covered usable area (Sq Ft)	Open Usable area (Sq ft)	Total usable Area (Sq ft)
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AM (Laxmi Nagar)

1	Laxmi Nagar Tel. Exch. Bldg	12	69112	65840	134952
2	Takshila RSU	2	3250	6250	9500
3	School Block Sakarpur Exch.Bldg.	1	2127	0	2127
4	Khurezi RSU	1	1255.8	0	1256
	SUB TOTAL (A)	16	75744.8	72090	147834.8

AM (Mayur Vihar)

1	Mayur Vihar Ph-1 Tel. Exch Bldg.	2	2550	0	2550
2	Mayur Vihar Ph -II Tel. Exch Bldg	0	500	0	500
3	Mayur Vihar ph -III Exch Bldg.	3	4050	3450	7500
4	(MV-1A) PKT-IV Exch. Bldg.	3	6400	3000	9400
5	Mayur Vihar Ph-2 TE. Xge N/Building	4	6800	1858	8658
6	West Vinod Nagar Exch.Bldg.	2	4150	0	4150
7	Ashok Nagar RSU, Mayur Vihar Ph-1	0	1260	200	1460
	SUB TOTAL (B)	14	25710	8508	34218

AM (Karkarduma)

1	Karkar Dooma Tel. Exch Bldg.	7	18518	10171	28689
2	CBD Shahdara Tel. Exch Bldg.	2	4034	4589	8623
3	Krishna Nagar Exch.Bldg.	2	3000	0	3000
4	Gandhi Nagar Exch.Bldg.	2	2838.63	0	2839
5	Vivek Vihar RSU	1	610	0	610
	SUB TOTAL (C)	14	29000.63	14760	43760.63

AM (Shahdara & Yamuna Vihar)

1	Dilshad Garden Telephone Exch.	6	20000	10000	30000
2	Yamuna Vihar Telephone Exch.	6	25484	16810	42294
3	Dilshad Colony Telephone Exch	1	1400	0	1400
4	Krawal Nagar Telephone Exch	1	3323	100	3423
5	Khazoori Khas RSU Tele. Exch	1	1926	0	1926
6	Mandoli Telephone Exch Bldg	1	2000	0	2000
7	Kartar Nagar Telephone Exch.	1	6400	0	6400
8	Naveen Shadhra Tele. Exch.	1	2169	0	2169
9	East of Loni Road Tel. Exch.	2	2500	500	3000
10	Zafrabad Teliphone Exchange	2	2500	2000	4500
11	H-Pocket Dilshad Garden Delhi	4	1956	0	1956
12	Bhram Puri RSU ,Shastri Park	1	1402	0	1402
	SUB TOTAL (D)	27	71060	29410	100470

AM (Tis Hazari)

1	Tis Hazari Tel. exch. building (old & new)	11	53000	25000	78000
2	Lothian Road Tel. Xge building	1	8000	10000	18000
3	Timar Pur Telephone Xge building	1	3400	1980	5380
4	Chandrawal Tel. Xge building	2	4825	0	4825
5	Kamla Nagar Tel. Xge building	2	2584	1393	3977
6	Roshanara Road Tel. Xge building	2	3443	0	3443
7	Mahila Park Tel. Xge building	1	2500	500	3000
8	Gandhi Maidan, RSU Xge building	1	1200	350	1550
	SUB TOTAL (E)	21	78952	39223	118175

AM (Delhi Gate)

1	Offices under GM (East) at MDS Bhawan, Jawaharlal Nehru Marg (Minto Road).	10	62064	96958	159022
2	Delhi Gate Tel. exchange building	7	14080	0	14080
	SUB TOTAL (F)	17	76144	96958	173102

AM (Idgah)

1	Idgah Telephone exchange building	8	130556	26910	157466
2	Gulabi Bagh Tel. Xge building	2	10000	0	10000
3	Ganesh Pura (Tri Nagar) Xge	1	3682	0	3682
4	Pahar Ganj, RSU Xge building	1	1700	0	1700
	SUB TOTAL (G)	12	145938	26910	172848

AM (Karol Bagh)

1	Karol Bagh Tel. exch. building (old & new) 5th & 6th floor (SS Unit) Karol Bagh	10	35000	15000	50000
2	WEA 16/37 Karol Bagh Te. Xge	1	1200	100	1300
3	2/15 West Patel Nagar RSU	1	1200	0	1200
4	W-6 West Patel Nagar, RSU	1	1000	0	1000
5	61/16, Ramjas Road, RSU	1	1385	200	1585
6	R-535, New Rajinder Nagar, RSU	1	1300	100	1400
	Anand Parvat, RSU exchange	1	900	600	1500
	SUB TOTAL (H)	16	41985	16000	57985
	Grand Total (A+B+C+D+E+F+G+H)	137	544534.43	303859	848393.43

ANNEXURE-B

Specification for various jobs

S.No.	Item	Frequency
1	Brooming of the floor	In morning before scheduled office hrs. Both covered/uncovered area
2	Wet sweeping with cleaning with surf water followed by Phenyl of ISI brand/standard quality	In the morning before scheduled office hour.
3	Cleaning of toilets	Morning & afternoon & also as and when required during the day.
4	Cleaning of floor, corridor, stairs urine pots, etc. with cleaning Powder/liquid with phenyl	Morning daily and also as and when required during the day
5(a)	Provision of liquid soap at all wash basin	Daily with sufficient quantity and quality of soap required for the day.
5 (b)	Provision of Naphtha balls, liquid soap and sanitary cubes in toilets	Daily check up for sufficient quantity
6	Dusting and cleaning of window Pans, nova pans/windows partitions Doors, sign board etc	Once a week
7	Dusting and cleaning of furniture and equipment	Daily at morning before scheduled commencement of office hrs.
8	Dusting of fans, tube lights And fittings, removal of cobweb (jale)	Once in a fortnight
9	Spraying of mosquito repellent	Twice in a week after office hrs.
10	Proper cleaning of waste paper basket /Dustbin.	In the morning before schedule office hours daily.
11	Removal of posters.	As & when as per direction of officer of the Building in charge.
12	All services connected with pest & Rodent control in all offices /exchanges	As required by concerned Bldg In charge shall be provided.
13	Disposal of Malwa/Garbage	On daily basis

NOTE-

- (a) The maintenance work shall be of good standard and the material to be used for this job should be of good quality. MTNL will not reimburse the cost of material i.e. cologne for glass glazing, odonil, naphthalene balls, nirma/vim/detergent, phenyls/liquid soap, duster, brushes, acid, jharoo, stick broom, rod stick brim, urinal cube, pocha, caustic soda, finit, plastic drums for carrying the waste papers or any their cleaning material to be used. Rates to be quoted inclusive of all material. No extra amount will be paid for material to be needed for cleaning purpose.
- (b) Above works are shown for general guidance. Contractor will ensure for proper cleaning so that overall work of the office should be neat and clean, all refuse should be removed and dumped at proper place.

AGM (MM/Plg) TY

ANNEXURE-C

SCHEDULE OF ITEMS FOR WHICH RATES ARE TO BE QUOTD

(To be submitted in separate sealed cover)

Schedule of Quantity

Sl No.	Description	Area (in Sqr Ft)	Unit	Rate (Exclusive GST)	Amount
1	Covered area including toilet as per Annexure-A	544534.43 + 137 Toilets	Sq Ft/Month		
2	Open area As per Annexure -A	303859	Sq Ft/Month		

ANNEXURE-D

PENALTY FOR UNSATISFACTORY WORK

1. If the cleaning job is not completed before 11.00 A.M. on a particular day a penalty of Rs.100/- per day per site shall be imposed. The penalty indicated above will be deducted from the monthly bill of the following months. A penalty of 10% of monthly bill will be deducted if general performance for the month is not found satisfactory in addition to above.
2. The liability of MTNL shall be limited to the contractual amount payable to the contractor.
3. The contractor shall have to obtain signature daily for having the work done satisfactory from Building In charge/Care Taker/ Floor Warden as required by the concerned building in charge.
4. In case the performance of the contractor is not found satisfactory even after issue of two written warnings, the contract is liable to be cancelled and security forfeited.
5. In case of no sweeping & cleaning work on particular day, a proportionate amount shall be deducted from the monthly bill of the contractor. MTNL is also empowered to engage private party for cleaning and sweeping work when no work has been done by the authorized contractor for any reason. The amount incurred in excess of proportionate amount for this purpose shall be deducted in addition to above deduction.
6. If cleaning of toilet not doing properly daily with cleaning powder liquid with phenyl. The penalty of 0.5% of monthly bill in addition of clause No.1 will be deducted.
7. **If the quality of House Keeping service is not found satisfactory, a penalty of Rs.1/- per sqr ft per month for the affected area will be imposed by MTNL. Decision of designated officer / SDE (Bldg) shall be final and binding.**
8. In case of failure to carry out the House Keeping job the following penalty will be levied:-
 - (a) Up to 3 days Rs.500/- per day per building or 5% of monthly contract value whichever is more.
 - (b) Beyond 3 days up to 7 days Rs.750/- per day per building or 10% of monthly contract value whichever is more.
 - (c) Beyond 7 days Rs.1000/- per day per building or 15% of monthly contract value whichever is more.If the total penalty amount exceeds the contract value for the month, then it will be restricted to that month's contract value.
9. If the penalty of any premise will exceed to the monthly bill value the recovery will be done from other bills submitted and passed.

ANNEXURE 'E'

**DECLARATION
(Regarding close relatives)**

(on Rs.100/- Non-judicial stamp paper duly attested by Notary)

- a) I/we hereby declare that none of my /own close relatives am/are employed in MTNL/DOT/BSNL.

OR

- b) I/we do hereby declare that my/our close relatives is/are employed in MTNL/DOT/BSNL and his/her their particulars are as follows:

Name

Designation

Place of posting

I/we am/are aware that concealment of furnishing of wrong or incomplete information in this regard shall render me/us liable to remove from the approval list of contractors and further debar me/us from future contract(s) and also forfeit of security deposit etc. out of (a) and (b) above score whichever is not applicable.

Signature of the bidder/contractor
With Stamp

Station

Date:

ANNEXURE 'F'

**DECLARATION
(Regarding debarment of the firm)**

(On Rs. 20/- non-judicial stamp paper duly attested by notary)

I _____ S/o/Wife of Sh. _____

And proprietor/director/partner of M/s _____

Do hereby solemnly affirm and declare as under:

1 That I am the sole Proprietor/Partner/Director of M/s _____

2 That I state and declare that the above firm M/s _____ has never been debarred and /or blacklisted by any department of Central Govt./State Govt./PSU/Public bodies/Municipalities.

3 In case the above declaration is found to be incorrect or wrong, the contract, if awarded to the firm may be terminated immediately and the firm shall be liable to be black listed/debarred for future works/ contract with MTNL/DOT/BSNL. Any such action shall however, be without prejudice to MTNL rights under the law.

Signature of the Proprietor/Partner/Director
With Stamp

Sh./Smt./Miss.

Station

Date

Note: The signatory should not affect any variation in the text of declaration in any other form. It shall not be acceptance and render the tendered for penal action as decided by MTNL.

ANNEXURE 'G'

AGENCY DETAILS

1. NAME OF AGENCY
2. OWNERS NAME
3. REGISTRATION NO.
Sale Tax Reg. No.
Prevailing wages letter of Delhi Admin.
4. INCOME TAX A/C No.....
5. AMOUNT OF TAX PAID-.....
6. LAST FINANCIAL YEAR
(ENCLOSE COPY OF Income tax)
7. Registration Certificate of Establishment issued from the office of Labour
Department -----
8. EPF A/C NUMBER
9. TELEPHONE NO.....
Mobile No.....
10. RESIDENTIAL ADDRESS
.....
11. BANKERS NAME & ADDRESS.....
12. ACCOUNT NO.
13. EXPERIENCE (MINIMUM THREE YEARS REQUIRED)
14. SERVICE TAX REGISTRATION NO.
15. ESI CODE.

ANNEXURE-H

LIST OF MAJOR CLIENTS

S.No	Name & Address of the Client	Work order No with date	Period of work order	Cost of work order
1				

Note: More rows may be added as per the requirement

OFFICIAL SEAL/STAMPOF THE BID



Mahanagar Telephone Nigam Limited

Office of GM (E&TY), KKD Tele. Exch, 5, Karkarduma institutional Area, Delhi-92
Telephone No. 011-22141383, 22141384 Email address : agmplgty@bol.net.in

BID FORM

From:

Name & Address of Bidder

AGM (Plg/MM) TY

Tender No: No: AGM (Plg-MM) TY/T-240/Cleaning & Sweeping/2020-21 Dt 00.00.2021

Dear Sir,

- 1 We, undersigned, offer to provide House Keeping Services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to **3%** of the contract sum for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted (*ON- LINE*) by us is properly locked and prepared so as to prevent any subsequent and replacement we have submitted tender documentation cost Rs.590/- in the form of D.D/Pay Order drawn in favour of MTNL MS UNIT, New Delhi.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2021

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature

ANNEXURE-I

SPECIMEN OF AGREEMENT BOND

This Agreement made on

Between M/s
.....
.....

(Name of the bidder) with their office establishment at.....
.....
.....
.....

(Complete postal address) herein after called "The Contractor" which expression unless excluded by or made repugnant, to the context, will be deemed to include their successors/ heirs/executors on one part & the AGM (Plg/MM) TY, MTNL, Karkarduma Telephone Exchange, New Delhi-92 representing MTNL, hereafter called "the MTNL" (which shall unless excluded or made repugnant to the context, be deemed to include his successor in office) on the other part, do hereby declare that:

Whereas in pursuance of tender notice No. No: AGM (Plg-MM) TY/T-240/Cleaning & Sweeping/2020-21 Dated 00.00.2021 by AGM (Plg/MM) TY, Karkarduma Telephone Exchange, New Delhi-110092 regarding Tender for Cleaning & Sweeping work in the area under GM (East & TY) associated works as per specifications laid down in the tender documents. The Contractor has participated in the tender & has been approved after observing all the formalities.

Whereas the contractor has also furnished to the Department a Cash to AO (Cash) TY, MTNL Karkarduma Telephone Exchange, New Delhi-110092 or Demand Draft or Bank guarantee from schedule Bank for Rs(in figures) Rs. (in words) as security money in the form of performance guarantee as per NIT to the department, both parties do hereby agree to enter in to this agreement. With following details:

1. (a) That the following rates for completion of work as per specifications to the entire satisfaction of the MTNL as decided by the tender in question as below:

Rates for Cleaning & Sweeping & allied services are at rate of Rs...../Sq ft/month for the covered area Sq. Ft. and Rs.... /Sq ft/month for the open area Sq ft. vide break up detail contained in Annexure-A

ANNEXURE-J

PERFORMANCE SECURITY GUARANTEE BOND

SPECIMEN PERFORMA OF BANK GUARANTEE TO BE SUBMITTED AS SECURITY MONEY

In consideration of Mahanagar Telephone Nigam Limited, Delhi (hereafter called the MTNL, Delhi) having agreed to exempt -----
----- (hereinafter called the said contractor(s) from the demand of security deposit of Rs. ----- on production of Bank Guarantee for Rs. -----
----- for the due fulfillment by the said contractors of the terms and conditions to be contained in an arrangement in connection with the contract for supply of ----- we (Name of the Bank)----- (hereinafter referred as the Bank at the request of ----- (Name of the Contractor) do hereby undertake to pay the MTNL, ND an amount not exceeding Rs. -----
----- against any loss or damage, caused to or suffered or would be caused to or suffered by the MTNL, ND be reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demand merely on demand from the MTNL, New Delhi, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MTNL, New Delhi by reason of breach by the said contractor(s) of any terms and conditions contained in the said agreement of by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the MTNL, ND in this courts shall be final and biding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the MTNL, ND, any money so demanded not withstanding any dispute or disputes realized by the contractors/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the contractor(s) suppliers shall have no claim against us for making such payment.
4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken performance of the said agreement and that it shall continue to be enforceable till the dues of the MTNL, ND. Under or virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MTNL, ND, certified that the terms and conditions of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharged this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before the expiry of

“Two Year” from the date hereof, we shall be discharged from all the liability under this guarantee thereafter.

5. We (Name of Bank) further agree with the MTNL, ND, that the MTNL, ND, shall have the fullest liability without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said agreement or to extend time of performance by the said contractor(s) from time to time any of the powers exercisable by the MTNL, ND, against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or commission on the part of the MTNL, ND or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.
6. This guarantee will not be discharged due to the charge in the constitution of the Bank or contractor(s) /suppliers(s).
7. We (Name of the Bank) lastly undertake not to remove this guarantee during its currency except with the previous consent of the MTNL, ND, in writing.

This guarantee is valid ----- to ----- of -----
----- Dated ----- the -----(indicate the Name of
the Bank)

NOTE: THIS GUARANTEE SHOULD BE ON STAMP PAPER AND STAMPED IN
ACCORDANCE WITH THE STAMP ACT.

ANNEXURE-K

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AGM (Plg/MM) TY before date of bid opening)

To

The AGM (Plg/MM) TY,
MTNL, Karkarduma Telephone Exchange
O/O GM (East & TY),
New Delhi 110027.

Subject: Authorisation for attending bid opening on
_____ (date) in the Tender of
_____.

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate
Representative

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

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

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

ANNEXURE-L

Proforma for Declaration of bidder in lieu of submission of Bid Security deposit / Earnest Money deposit.

No.....

Dated:.....

DECLARATION

Subject : Declaration of bidder (Other than MSME) in lieu of submission of Bid Security deposit / Earnest Money deposit.

Sir,

We M/s..... are submitting this declaration in lieu of Bid Security deposit / Earnest Money deposit against MTNL Tender Enquiry No... ..dated.....

2 We do hereby declare that we will not withdraw or modify our bids during the period of validity of bid specified in tender document and if we are awarded the contract we will sign the contract and submit a performance security of requisite amount before the deadline defined in the bid / Advance Purchase Order/LOI.

3 We further declare that if we fail to comply as per our declaration at para 2 above, we M/swill not be eligible to participate in the MTNL tender for any item / product for one year from the date of issue of APO/LOI. We will not approach the court against the decision of MTNL in this regard.

Signature of authorize signatory

Name.....

Address.....

Office Stamp.....