

MAHANAGAR TELEPHONE NIGAM LIMITED

O/o GENERAL MANAGER (West),ADMIN BLOCK, RAJOURI GARDEN NEW DELHI-110027



Tender No. GM(West)/AGM (ADMN)/House Keeping/Open Tender/2021-22

**ONLINE OPEN TENDER FOR HOUSE KEEPING WORK (CLEANING
& SWEEPING WORK) FOR AREA UNDER GM(West)**

Issued by :

**AGM(A)West
O/o GM(West) MTNL
Telephone Exchange,
Rajouri Garden,
New Delhi-110027
Mob: 9868138180
Email :agmprmp@bol.net.in**

**Cost of Tender Document Rs.590/-
(Inclusive of GST)**

MAHANAGAR TELEPHONE NIGAM LIMITED
O/o THE GENERAL MANAGER (W), ADMN BLOCK BLDG, RAJOURI GARDEN,ND-27

From:

AGM (Admn)West
 MTNL, O/O GM (West),
 Admn Block Building, Rajouri Garden,
 New Delhi 110027.

To:

No. GM (West)/AGM (ADMN)/House Keeping/Open Tender/2021-22

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 39)

AGM (Admin) West
 O/o GM(West) MTNL

Signature of Bidder

MAHANAGAR TELEPHONE NIGAM LIMITED
O/o THE GENERAL MANAGER (West), ADMN BLOCK , RAJOURI GARDEN, ND-27

NOTICE INVITING TENDER

On behalf of MTNL, New Delhi online tenders are invited for the following work.

Name of work:- OPEN TENDER FOR HOUSE KEEPING WORK (CLEANING & SWEEPING WORK) FOR AREA UNDER GM(West)

1. Tender No : GM(West)/AGM(Admn)/ House Keeping /Open Tender/2021-22.
2. Estimated cost of tender : Rs. 10,00,000/-(Rupees Ten lakhs only)
(approx) Exclusive of GST
3. Cost price of bid document (Non - refundable) : Rs. 590/- by DD/ pay order in favour of AO(Cash)Wireless ,MTNL
Payable at Delhi or online transfer.
4. Document Download Start Date & Time : 22-12-2021 from 1200 Hrs
5. Document Download End Date & Time : 11-01-2022 up to 1200 hrs
6. Submission of online bid Date & Time : 22-12-2021 from 1300 Hrs
7. Last date & time of receipt/submission of tender : 11-01-2022 up to 1700Hrs
8. Last Date & Time for Tender Fee deposit : 11-01-2022 up to 1600Hrs
9. Date & Time of Opening of Technical Bid : 13-01-2022 at 1200 Hrs
10. 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.
11. Date & Time for opening of Financial Bid : Technically qualified bidder will be Intimated accordingly
12. Earnest Money Payable (EMD) : Not applicable for bids received till 31-12-2021. EMD is 2% of Tender Value for bids received on/after 01-01-2022 or as per GOI guidelines
13. Description of Item : House Keeping work for the various offices Accommodation under GM (West) area as per Annexure - A of tender documents.
14. Type of Tender : Two Bids tender i.e. Technical Bid & Financial Bid

15. Place of opening the tender : Office of GM (West) Rajouri Garden ND.
The Technical Bid should contain documents as per clause No10 (i) to 10 (xv) of Section-1.
16. 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 online as per attached tender document or <https://eprocure.gov.in> .The offer of interested bidders should be complete in all respect as per enclosed documents (as per proforma Annexure E to L and other standard documents) and must be submitted latest **by 1700 Hrs. on 10-01-2022**, along with proof of transaction of document fee. The document fees of Rs.590 & EMD can be paid through online RTGS/NEFT at the following bank account: Indian Overseas account, Account no : 006502000007832, IFSC :IOBA0000065,Branch:Janpath(0065),New Delhi,GST : 07AAACM0828R1Z5.

Tender document will also be available on MTNL website and can be downloaded from MTNL web site (<http://mtnl.net.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. Relaxations to MSME/NSIC bidders is applicable as per Govt of India guidelines subject to submission of relevant valid MSME/NSIC documents and certificates.

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 accept or reject or 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

Any clarification may be sought within 7 days from the date of publication of the tender.

**AGM (Admn) West
MTNL, Admn. Block, Rajouri Garden,
New Delhi 110027.**

SECTION-I

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. General Manger (West) having office at Administrative Block, Telephone Exchange, Rajouri Garden, New Delhi -110027 is an operating/administrative unit of MTNL, which is Government of India Enterprise. The company has registered office at Door Sanchar Sadan 9 C.G.O Complex Lodhi Road New Delhi-110003. AGM (A)West O/o General Manager (West), MTNL has its office at Room No.408, 4th floor, Admn. Block Building, Rajouri Garden, New Delhi -110027
- 2 Description of the Items: House Keeping work for various office and exchanges accommodations under GM (West) 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.3,30000/-** (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 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 DOCUMENT FEE (ONLINE/OFFLINE)

- 6.1 All the bidders must deposit Tender document fees & EMD (if applicable) in favour of AO (Cash) Wireless, MTNL in the form of Bank Draft/Bank Pay Order/Online Transfer. For bids applying till 31-12-2021,EMD is exempted for all bidders subject to submission of Undertaking in lieu of EMD as per Annexure-L .EMD is payable @ 2% of Tender Value for bids submitted after 31-12-2021.

The document fees of Rs.590 & EMD(2% of tender Value) can be paid online at the following bank account: Indian Overseas account, Account no:006502000007832,IFSC: IOBA0000065,Branch : Janpath ,GST : 07AAACM0828R1Z5. The proof of online transaction must be attached with the bids. In case of Bank draft/Bank PayOrder, the original document must be submitted at the O/o AGM(A)West,Room,4th Floor,Admin Block,Telephone Exchange,Rajouri Garden,New Delhi-27 before the last date of submission of bids.

Tenders shall be submitted through e-tendering system on website <https://www.eprocure.gov.in>.The offer of interested bidders should be complete in all respect as per enclosed documents and must be submitted latest by **1700 Hrs. on 10-01-2022**, along with proof of transaction of document fee.

- 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.

7. PRICES

7.1 The rates (i.e. rates in Rs./Sq. Meter/month) for House Keeping 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 (West) area.

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

- (1) House Keeping work for covered area including Toilets
- (2) House Keeping work for open area.

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 and 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 Annexure-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.10 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.
- (xii) Proof of cost towards tender documents fees.
- (xiii) 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
- (xiv) 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 (xiv) including all Annexures 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 as uploaded on MTNL website(<http://mtnl.net.in>) 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.

- 10.1 Original documents are required to be verified and may be called for verification (if required) by Tender Evaluation Committee (TEC).
- 10.2 Financial bid should be submitted digitally ON LINE as per financial bid format.
- 10.3 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.
- 10.4 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 on the 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 (West) 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 lead to summary 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 declaration in lieu of Earnest money deposit as per Annexure-L.
- (iii) 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
- (iv) Without Registration certificate of Service Tax.
- (v) Without Registration Certificate of Establishment issued from the office of Labour Department.
- (vi) Without Signed Declaration regarding Debarment /black listed as per Annexure 'F'.
- (vii) Without Signed Declaration of relatives employed in MTNL/BSNL/DOT as per Annexure-E.
- (viii) Without Registration certificate of ESI, EPF (showing PF code No / ESI Code)
- (ix) Without Attested copy of partnership deed/article of Association/Memorandum of association and certificate of incorporation in case of non proprietary firm.
- (x) Without Specimen signature and authorization to the person empowered by the firm to sign the bid.
- (xi) Without Agency detail (Annexure-G)

- (xii) Without Bank solvency Certificate
- (xiii) 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.
- (xiv) Without Proof of cost towards tender documents fees deposited.

- (xv) Without A signed declaration by the bidder (authorized signatory) that he/they agreed with all the terms and conditions contained in the tender documents
- (xvi) 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 Demand draft to be deposited with AO (Cash)West o/o GM(West)
- 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. MTNL shall take action in terms of the undertaking submitted by the bidder in lieu of EMD and may decide to re-tender the work or to offer the work to next successful bidder.
- 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 (A) West, MTNL, Rajouri Garden, New Delhi-27 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 (A)West, MTNL ON LINE by using the e-procurement site of MTNL. The AGM (A)West, MTNL 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.
- 18.3 The bidders are required to keep a watch on the MTNL Website www.mtnl.net.in or www.mtnldelhi.in 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.

1.1 Debarring from participating in future tenders of MTNL:

In cases where the requirement of depositing earnest money has been exempted/waived of and instead a declaration has been submitted, the failure of the bidder to act on offer of MTNL by specified date or the withdrawal of the offer by the bidder after opening of the bid and before expiry of the validity period shall result in debarring the bidder from participating in future tenders of any item/product of MTNL for such period as MTNL may decide or in terms of the declaration submitted by the bidder in this regard.

2. PERFORMANCE SECURITY

2.1 The successful bidder will be 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). The PBG has been reduced from 5% to 3% till 31-12-2021 as per Govt of India guidelines. After 31-12-2021, the PBG percentage rate, as and when decided by GOI/MTNL, shall be applicable on the successful bidder/s, retrospectively or prospectively as the case may be.

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 service tax.

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, within 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

- 8.1 Whenever under this contract any amount is recoverable from or payable by the contractor, General Manager (West), New Delhi-110027 shall be entitled to recover such sum by appropriating in part of 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.

8.2 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 viz. 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 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.
6. 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 (West). In this regard the decision of GM(West) 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 or as and 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. In addition to 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.
20. 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.
21. MTNL shall have no liability for employing the persons engaged by the contractor.
22. (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.
23. If there are 02 or more Nos. of successful bidders then the work may or may not 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-I 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-I for 100%.

24. CONDITION OF THE CONTRACT

- 24.1 Income Tax/Service Tax/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.
- 24.2 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.
- 24.3 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.
- 24.4 The liability of MTNL shall be limited only to the agreed contractual amount payable to contractor.

ANNEXURE- 'A'

| S.No. | Location/Site | Nos of Toilet | Covered area(Sq.m) | Open area(Sq.m) | Total Area(sq.m) |
|--------------|---|----------------------|---------------------------|------------------------|-------------------------|
| 1 | Telephone Exchange Sector-6, Dwarka (Old Bldg & New Bldg) | 7 | 1000 | 1281 | 2281 |
| 2 | Telephone Exch Delhi Cantt | 5 | 1000 | 1500 | 2500 |
| 3 | Telephone Exch Janak Puri. | 11 | 1500 | 2026 | 3526 |
| 4 | Admn Block Rajouri Garden Complex | 20 | 2500 | 1400 | 3900 |
| 5 | T.E Bldg Complex R/G including offices | 9 | 2500 | 1185 | 3685 |
| 6 | Telephone Exch. Shadipur | 12 | 1500 | 1102 | 2602 |
| 7 | T.E Bldg. PVR & RSU Bldg. | 6 | 887 | 251 | 1138 |
| 8 | Hari Nagar Tele. Exchange | 9 | 2500 | 2000 | 4500 |
| | Total | 79 | 13387 | 10745 | 24132 |

**AGM (ADMN)West O/o GM(West), MTNL.
Admn Block, Rajuori Garden, New Delhi 110027**

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. |
| | 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 | Once in a fortnight. |
| 9. | Cleaning of carpet, sofa set etc. with vacuum cleaner | Once in a week. |
| 10. | Spraying of mosquito repellent | Twice in a week after office hrs. |
| 11. | Proper cleaning of waste paper basket/Dustbin. | In the morning before schedule office hours daily. |
| 12. | Polishing of brass doors nob and Name plates with brasso. | Once in a week. |
| 13. | Removal of posters. | As & when as per direction of officer of the Building in charge. |
| 14. | All services connected with pest & Rodent control in all offices /exchanges | As required by concerned Bldg In charge shall be provided. |

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 other 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 (ADMN)West O/o GM(West), MTNL.
Admn Block, Rajori Garden, New Delhi 110027**

ANNEXURE-C

SCHEDULE OF ITEMS FOR WHICH RATES ARE TO BE QUOTED

(To be submitted in separately)

Schedule of Quantity

| Sl No. | Description | Area (in Sqr Mtr) | Unit | Rate | Amount |
|--------|--------------------------------|----------------------|-------------------|------|--------|
| 1 | Covered area as per Annexure-A | 13387 | Sq.mtr/ Month | | |
| 2 | Open area As per Annexure -A | 10745 | Sq. mtr/ 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 weekly work like dusting of window, cleaning of carpet & Sofa set polishing Brasso, Door knob & Name plate with Brasso not done, the penalty of 1% of monthly bill will be deducted .
7. 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.
8. If the quality of House Keeping service is not found satisfactory, a penalty of Rs.2.50 per sq meter per month for the affected area will be imposed by MTNL. Decision of designated officer / SDE (Bldg) shall be final and binding.
9. 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 which ever is more.
 - (b) Beyond 3 days up to 7 days Rs.750/- per day per building or 10% of monthly contract value which ever is more.
 - (c) Beyond 7 days Rs.1000/- per day per building or 15% of monthly contract value which ever 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.
10. 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

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
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/STAMP OF THE BID

MAHANAGAR TELEPHONE NIGAM LIMITED
O/O THE GENERAL MANAGER (W), ADMN BLOCK BLDG, RAJOURI GARDEN, ND-27

BID FORM

From:
Name & Address of Bidder

To,
AGM (ADMN) West
MTNL, Admn Block Bldg,
4th floor, Rajouri Garden, New Delhi 110027

Tender No: GM(West)/AGM(Admn)West/ House Keeping /Open Tender /2021-22

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/NEFT/RTGS drawn in favour of A.O.(Cash) Wireless, MTNL Rajouri Garden 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 (ADMN)WEST, MTNL, Admn Block, Rajouri Garden, New Delhi-27 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. GM(West)/AGM(A)West/ House Keeping /Open Tender/2021-22 dated _____2021 by AGM(A)West, Admn Block, Rajouri Garden, New Delhi-110027 regarding Tender for House Keeping work (Cleaning & Sweeping) in the area under GM (West) associated works as per specifications laid down in the tender documents. The Contractor has participated in the tender and has been approved after observing all the formalities.

Whereas the contractor has also furnished 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 house keeping & allied services are at rate of Rs...../Sq mtr/month for the covered area **Sq. m.** and Rs.... /Sq m/month for the open area **Sq m.** vide break up detail contained in Annexure-A

ANNEXURE- 'A'

| S.No. | Location/Site | Nos of Toilet | Covered area(Sq.m) | Open area(Sq.m) | Total Area(sq.m) |
|--------------|---|----------------------|---------------------------|------------------------|-------------------------|
| 1 | Telephone Exchange Sector-6, Dwarka (Old Bldg & New Bldg) | 7 | 1000 | 1281 | 2281 |
| 2 | Telephone Exch Delhi Cantt | 5 | 1000 | 1500 | 2500 |
| 3 | Telephone Exch Janak Puri. | 11 | 1500 | 2026 | 3526 |
| 4 | Admn Block Rajouri Garden Complex | 20 | 2500 | 1400 | 3900 |
| 5 | T.E Bldg Complex R/G including offices | 9 | 2500 | 1185 | 3685 |
| 6 | Telephone Exch. Shadipur | 12 | 1500 | 1102 | 2602 |
| 7 | T.E Bldg. PVR & RSU Bldg. | 6 | 887 | 251 | 1138 |
| 8 | Hari Nagar Tele. Exchange | 9 | 2500 | 2000 | 4500 |
| | Total | 79 | 13387 | 10745 | 24132 |

These rates will remain valid for a period of one year from the date of entering into this agreement.

- (b) The rate as fixed above will not be changed under any circumstances.
- (c) The MTNL may extend if, it considers necessary this agreement unilaterally for a further period of one year beyond the time as indicated in 1(a) above & thereafter for a period of 6 (six) more months if, mutually agreed by both the parties.
2. That the contractor will commence the work only after issue of a work order by the Sr. Manager (Admn) RG, MTNL, Admn Block, Rajouri Garden, New Delhi-110027. That the quality of work should conform to the specifications as per (Annexure-B) as under:

ANNEXURE-B

1. Specification for various jobs

| S.No. | Item | Frequency |
|--------------|---|---|
| (i) | Brooming of the floor | : In morning before scheduled office hrs. Both covered/uncovered area. |
| (ii) | Wet sweeping with cleaning with surf water followed by Phenyl of ISI brand/standard quality | : In the morning before scheduled office hour. |
| (iii) | Cleaning of toilets | : Morning & afternoon & also as and when required during the day. |
| (iv) | 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. |
| (v) | a) Provision of liquid soap at all wash basin : | Daily with sufficient quantity and quality of soap required for the day. |
| | b) Provision of Naphtha balls, liquid soap and sanitary cubes in toilets. | : Daily check up for sufficient quantity. |
| (vi) | Dusting and cleaning of window Pans, nova pans/windows partitions Doors, sign board etc. | : Once a week. |
| (vii) | Dusting and cleaning of furniture and equipment | : Daily at morning before scheduled commencement of office hrs. |
| (viii) | Dusting of fans, tube lights And fittings, removal of cobweb | : Once in a fortnight. |
| (ix) | Cleaning of carpet, sofa set etc. with vacuum cleaner | : Once in a week. |
| (x) | Spraying of mosquito repellent | : Twice in a week after office hrs. |
| (xi) | Proper cleaning of waste paper basket/Dustbin. | : In the morning before schedule office hours daily. |
| (xii) | Polishing of brass doors nob and Name plates with brasso. | : Once in a week. |
| (xiii) | Removal of posters. | : As & when as per direction of officer of the Building in charge. |
| (xiv) | All services connected with pest & Rodent control in all offices /exchanges | : As required by concerned Bldg In charge shall be provided. |

2. IMPORTANT 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
- (c) NIT & Tender documents as a whole will be the part of the agreement.

3. The performance security deposited by the contractor shall be released by MTNL after six months from the date of satisfactory completion of the work and fulfillment of all terms and conditions of the contract. No interest will be paid on the Security Deposit or any other amount due to the contractor
4. That if the contractor fails to commence the work within the time frame as mentioned in the work order or within the time extension if so permitted by the MTNL in writing & which in the opinion of the MTNL is necessary due to unforeseen circumstances or any other justified reasons, the contractor shall be liable to pay the liquidated damage (LD) at the rate of 0.5% of the total cost of the work as calculated in accordance with clauses of agreement to the MTNL per week beyond such time frame subject to a maximum of 5% of the total cost of work.
5. The execution of the work will normally be done as per enclosed specifications to this agreement, however at the time of actual execution, if the situation demands some deviation in the work execution (mode of work), the work has to be carried out by the contractor as per the directives of the site-in-charge without any extra payment. Such contingency shall be deemed to have been provided for in the rate quoted & as agreed above.
6. That the MTNL will pay to the contractor a sum of amount as stipulated under clause 1(one) above subject to the condition of the completion of work as per specifications & to the satisfaction of the MTNL within the specified time period given in the work order or within any extension of the time granted by the MTNL.

However, if LD clause is applicable, the amount will be reduced accordingly. Income Tax & Sales Tax as applicable at the time of payment will be deducted from the bill. Paying authority will normally pay the bill within one month of the satisfactory completion of work by the contractor & from the date of receipt of the bill.

The contractor in triplicate will submit monthly bills after satisfactory completion of work & in the manner & form that may be prescribed by the Dy. Manager (Bldg)/SDE(Bldg)//DE(Bldg)/concerned Unit. ECS clearance or Account payee cheque for the amount admissible will be issued by the paying authority HQ MTNL after the contractor gives a pre-receipted bill.

However, only in exceptional circumstances, which in the opinion of the MTNL is justified, part payment can be considered to the extent of a maximum of 50% of the work completed on the basis of works executed & will be at the discretion of the MTNL & will not be claimed as matter of right by the contractor.

The MTNL will not be responsible for supply of any material & will not be liable to the contractor for any losses or damages, costs, charges or expenses that he may in any way sustain/suffer due to any reason. In other words, no other payment for whatsoever reasons will be paid to the contractor other than agreed under clause 1 (one) above.

7. In case of dispute in respect of any clause, the case will be referred to the arbitrator.
8. The arbitrator for the purpose of this agreement will be appointed by the Executive Director, MTNL ,New Delhi in terms of section-II/Part-A/Clause 5 of the NIT.
9. That, the Contractor agrees to abide by all the clauses stipulated in the specification of the work, instructions to the Bidder & the other documents enclosed with the tender in question. The tender documents including terms & conditions as a whole will also be a part of the Agreement

10. In case of loss of any material supplied to the Contractor for execution of work, the Contractor shall pay the cost of the material lost or substitute the same at his cost. Alternately, the same will be adjusted against the amount due to be paid to the contractor by the MTNL and/or Security Deposit. After satisfactory completion of the work the Contractor shall return all the balance materials issued to him/her by the MTNL at place told at his own cost.
11. Notwithstanding anything else herein stated the Contractor shall furnish & pay for all supervision, labour, tools supplies, construction, equipment & consumable materials including anything else as may be necessary for performance of work & the cost of those shall be included in the rates quoted in clause 1 (one) above.
12. Insurance: Without limiting any of the Contractor's obligations or liabilities the Contractor shall at his own expenses, take & keep comprehensive insurance including third party risk for the plant, machine material etc. brought to the site & for all the work during the execution. The Contractor shall also take out Workman's Compensation Insurance as required by the law & undertake to indemnify & keep indemnified the Government from & against all manner of claims & demands & losses & damages & cost (including between attorney & client) charges & expenses that may arise in regard the same or the government may suffer or incur with respect to & or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the AGM (A)West or DE(Bldg)/Bldg) of concerned area of the policies of the Insurance taken within 15 days of being called upon to do so together with all premium receipts & other papers related thereto which the SDE (Bldg) /DE (Bldg). It will entirely be the responsibility of the contractor for any loss of life or loss of material concerning the contract.
13. The Contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or part of the work made necessary by the MTNL or deemed advisable on account of bad weather conditions or force major conditions.
14. The Contractor shall be fully responsible for taking all possible safety precautions during preparation for & actual performance of the works & for keeping the construction site in reasonable safe condition. The contractor shall protect all life & property from damage or losses resulting from his/her operations & shall minimize the disturbance & inconvenience to public.
15. During the performance of the work the Contractor shall at his own cost initiative fully comply with all applicable laws of the land & with any & all applicable by-laws "Rules" Regulations & orders & any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the "Government agency or Deptt. "Municipal Board" Govt. or other regulatory or authorize body of persons & shall provide all certificates of compliance therewith as may be required by such applicable laws. "By laws, rules, regulation" order and/or provisions Contractor agrees to undertake to save & hold the MTNL. Indemnified from & against any/all penalties action suit "losses & damages" claims & demands & cost (inclusive) between attorney & client (charges & expenses) whatsoever arising out of occasioned indirectly or directly by failure of the Contractor to make full & proper compliance with the said laws, By laws, Rules Regulations, order & provisions as aforesaid.
16. Workmen's Compensation: In every case in which by virtue of the provisions of section 12, sub section (1) of the workmen's compensation Act 1923, the MTNL is obliged to pay compensation to a workman employed by the Contractor, in executions of the works MTNL will recover from the Contractor, the amount of the compensation so paid & without prejudice to the rights of the MTNL under section 12, sub section (2) of the said act, the MTNL shall at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the MTNL to the Contractor whether by this contract or otherwise, the MTNL shall not be bound to contest any claim made against it under section 12, sub section (1) of the said act, except on the written request of the Contractor & upon his/her giving to the MTNL full security for all such costs for which the MTNL might become liable in consequence of contesting such claim.
17. The Contractor shall obtain a valid Labour License under the Contract Labour (R&A) 1970 & Contract Labour (Regulation & Abolition) Central Rules 1971, within three months of the commencement of the work & continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this Contract arising out of the resulting non-execution of the work. That in case of:

- (a) Violation of any clause in this agreement /Bid document by the Contractor, or
- (b) if the quality of work deteriorates or any kind of defects develop within six months from the date of satisfactory compliance of the work, or
- (c) if the quality of work is not found by the MTNL to be as per specifications(which will be final & conclusive), or
- (d) if the work is delayed by the contractor beyond five weeks of the time limit specified in the work order or beyond five weeks of the extension granted if any to the Contractor to complete the work satisfactory, the MTNL may resort to any or all of the following measure:
 - (i) The work order may be terminated.
 - (ii) The agreement may be terminated.
 - (iii) The security Deposit may be forfeited.
 - (iv) The Contractor may be remained to rectify the defects noticed within specified period without any extra payment to the satisfaction of the MTNL.
 - (v) The contractor may be "black listed".
 - (vi) The MTNL may measure up the work done by the Contractor (which will be final & conclusive) & take such part as shall non executed out of his had & give it to another contractor & get it departmentally & in case of defects discovered subsequently to have the defects removed by another Contractor or get the work done Departmentally. Any such expenses, which are incurred for the aforesaid reasons shall be borne & paid by the Contractor & may be deducted from any money due to the Contractor by the MTNL under this contract or otherwise or from the security deposit.
 - (vii) MTNL may impose penalty as per Annexure-D of the tender document.

ANNEXURE-D

PENALTY FOR UNSATISFACTORY WORK

1. If the cleaning job is not completed before 10.00 A.M. on a particular day a penalty of Rs.100/- per day per site shall be levied. The penalty indicated above will be deducted from the monthly bill of the following months. The 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 weekly work like dusting of window, cleaning of carpet & Sofa set polishing Braso, Door knob & Name plate with Braso not done, the penalty of 1% of monthly bill will be deducted .
 7. If cleaning of toilet not doing properly daily with cleaning powder liquid with phenyl. The penalty of 0.5% of monthly bill will be deducted.
 8. If the quality of House keeping service is not found satisfactory, a penalty of Rs.2.50 per.sq.meter per month for the affected area will be imposed by MTNL. Decision of designated officer/SDE(Bldg) shall be final and binding.
 9. In case of failure to carry out the house keeping job, the following penalties will be levied:-
 - (a) Upto 3 days Rs.500/- per day per building or 5% of monthly contract value whichever is more.
 - (b) Beyond 3 days upto 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 values for the month then it will be restricted to that month's contract value.
10. If the penalty of any premise exceeds the monthly bill value then the recovery will be done from other bills submitted by the contractor to the concerned officer-in charge.

However, before imposing any or all the above penalties, a show cause notice will be given to the Contractor. If the contractor does not respond by the stipulated time as indicated in the show cause notice or his reply is not found satisfactory, the MTNL will be at liberty to impose any or all the above penalties.

In the witness, where of the parties hither to have executed this agreement on the present date..... (month of)
..... (Year)

Signature
Name
(Contractor)

Signature
Name
(For and on behalf of MTNL)

This agreement signed in the presence of the following witnesses:

1. Witness

(Signature, Name & Address)

2. Witness

(Signature, Name & Address)

ANNEXURE-J

PERFORMANCE SECURITY GUARANTEE BOND

**SPECIMEN PERFORMA OF BANK GUARANTEE TO BE SUBMITTED AS SECURITY
MONEY (To be stamped in accordance with Stamp Act)**

B.G. : _____
DATE OF ISSUE : _____
VALID UPTO : _____
Tender Enquiry No. : _ _____

Ref : _____

To,

AGM(A)West
O/O GM (West) , MTNL
Room No.408, 4th Floor,
Administrative Block,
Telephone Exchange, Rajouri Garden,
New Delhi – 110027

Dear Sir,

In consideration of the (Purchaser's Name and address).....(Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....(Bidder's/Contractor's Name).....with its Registered/Head Office at.....(Hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No.....dated.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words) for.....(Name of the work) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to% of the said basic value of the aforesaid work under the Purchase Order.

We.....[Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser's on demand any and all monies payable by the Contractor to the extent of..... as aforesaid at any time up to..... (@).....days/month/ year without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till.....days/month/year whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser.

The Bank shall not be released of its obligation under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid up to and including.....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serves upon Bank a written claim or demand on or before.....

Dated this.....Day of.....2021.....at.....

WITNESSES:

Signature.....
Name.....
Official Address.....
Designation.....

Signature.....
Name.....
Official Address.....

Bank's Common Seal.....
Attorney as per Power of Attorney

Signature.....
Name.....
No.....
Address.....

ANNEXURE-K

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach AGM (ADMN)West before date of bid opening)**

To

The AGM (Admn) West ,
MTNL, Rajouri Garden
O/O GM(West), Admn Block, Rajouri Garden,
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,

1 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.....

ANNEXURE M: Proforma Proprietorship Certificate

DECLARATION

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

I, _____ S/o/Wife of Sh. _____ and
proprietor

- 1) That I am the sole owner/proprietor of a business operating under the name and style of
“M/s. _____” Operating from
_____ (Address of the premises).
- 2) That the above proprietorship firm is not undertaken/operated by a partnership firm or
limited liability company.
- 3) That the below mentioned person is my legal nominee for the said proprietor ship
concern:

Name : _____

Relationship with the proprietor: _____

- 4) That the contents of the above declaration are true and correct to the best of my
knowledge and belief.

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. Any such action shall however, be without prejudice to
MTNL rights under the law.

Signature of the Proprietor

(Sh./Smt/Ms)

Place :

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