

**MAHANAGAR TELEPHONE NIGAM LIMITED
OFFICE OF EXECUTIVE DIRECTOR
EASTERN COURT, NEW DELHI-110 001**

**TENDER DOCUMENT FOR HOUSEKEEPING SERVICES IN MTNL DELHI IQs
LOCATED AT THE FOLLOWING LOCATIONS:**

- 1. Staff Quarters, Kidwai Bhawan Telephone Exchange Bldg, Janpath, New Delhi**
- 2. House No.-5, Harish Chandra Mathur Lane, Janpath, New Delhi**

**Issued By
Sr. Manager (G&MR)
Mahanagar Telephone Nigam Limited
Room No.- 108, Eastern Court,
Janpath, New Delhi-110 001
Telephone No.: 011-23317167**

Tender No.: MTNL/Delhi/Admin/IQ/H.K. Tender/2020-21/12 Dated: 05-02-2021

**Estimated cost of tender Rs. 8, 21,280/-(Approx)
EMD Amount: Rs. 16,500/-**

**Cost of tender Document –Rs. 590/-(Rupees Five Hundred Ninety Only (inclusive of GST)
(Non Refundable)**

Encl: -

**NIT
Terms and conditions (Section-I, II & III)
Annexure –A, B, C & D
Annexure I to X**

MAHANAGAR TELEPHONE NIGAM LIMITED
OFFICE OF EXECUTIVE DIRECTOR
EASTERN COURT, JANPATH, NEW DELHI -110 001

No.: MTNL/Delhi/Admin/IQ/H.K. Tender/2020-21/12
Dated: 05-02-2021

Offline Sealed tenders are invited on behalf of Executive Director MTNL Delhi for providing COMPLETE HOUSE KEEPING SERVICES in the following Inspection Quarters situated at:

1. Kidwai Bhawan Staff Quarters New Delhi
2. 5 Harish Chandra Mathur Lane Janpath New Delhi

Scope of work in brief is as follows

Upkeep and maintenance of Inspection Quarters i e sweeping, cleaning, sanitizing, mopping of entire floor area including toilets, kitchen, stair case and balconies etc

Running of kitchen including attendant services for the occupants of IQs

Dusting of all fittings, fixtures & furniture of I Q

Washing of table, bed linens, dusters, napkins, towels, curtains and blankets etc

Maintenance of potted plants in the IQ

Disposal of garbage and waste materials

Pests control treatment

Supply of good quality toiletries such as soaps, sprays, deodorants, detergents etc and cleaning materials such as phenyl, clenzo, dusters, broom etc

Important Dates in respect of tender:

<u>Date start of sale of tender Form</u>	<u>Date of closing of sale of tender form</u>	<u>Last date & time of accepting tender</u>	<u>date & time of opening of Technical Bids</u>
15-02-2021	15-03-2021	17-03-2021 15:00 Hrs	17-03-2021 15:05 Hrs

Tender documents can be purchased from **ES to GM (A) Room No 119, Eastern Court, Janpath New Delhi 110 001** on all working days between **10:30 hrs to 13:30 hrs for Rs 590/-(including GST @18%) non-refundable**. A refundable amount of **Rs. 16,500/-(Sixteen Thousand Five Hundred Only)** is required as Earnest Money Deposit in the form of Bank Draft payable to **AO (Cash) HQ Mahanagar Telephone Nigam Limited Delhi** along with the tender.

Tender documents duly wax sealed along with EMD may be sent to: -

**Sr. Manager (G&MR) HQ
O/o Executive Director MTNL Delhi
Room No - 108, Eastern Court, Janpath New Delhi 110 001**

latest by 17-03-2021 at **15:00 Hrs**. The Tenders will be **opened** on the same day at **15:05 Hrs** at the above address. If the said date is declared as Public Holiday the tenders will be opened on the next working day at **15:05 Hrs**. The firms offering tender are requested to be present or depute their authorised representative at the time of opening of the tenders.

The final authority for acceptance of the tender shall be the **Executive Director MTNL Delhi** and his decision shall be final.

The **Executive Director MTNL Delhi** also reserves the right to reject any or all the tenders so received without assigning any reason.

The tender may also be deposited by downloading the tender document from the website of MTNL Delhi (www.mtnldelhi.in) along with demand drafts for required EMD and cost of tender document (separate demand drafts each for cost of tender and EMD)

Liabilities of wages to the workers in conformation with the ruling wage rates by the Delhi Government issued from time to time will be sole responsibility of the contractor. Department in no case shall be a party to the dispute arising out of any such deviations.

**Sr. Manager (G & MR) HQ
O/o ED MTNL Delhi
Telephone No.: 011-23317167**

SCOPE OF WORK:

The services required to be carried out by the agency are given below. These are only indicative and not exhaustive. The services expected from the agency are indicated below: -

S.No	LOCATION	AREA
1	Kidwai Bhawan Inspection Quarter, T.E. Bldg. New Delhi, MTNL	Covered Area: 4800 Sq ft (Approx) open area: 1200 Sq ft (Approx) + 3400 Sq ft (Approx) at the entrance of IQ (Ground) Total area: 9400 Sq ft (Approx)
2.	5, Harish Chandra Mathur Lane New Delhi-01	Covered Area: 3000 Sq. ft.(Approx.) Open area: 5000 Sq ft (Approx.) Total area: 8000 Sq ft (Approx.)

SERVICES:

- (A) Scope of work includes up- keeping of toilets.
(B) Cleaning of toilet twice every day with detergent.
(C) Provision of various cosmetics in the toilets
- Cleaning of tiles work, dustbins with detergents once a week or whenever required.
- Buffing and Polishing of flooring shall be done once in a month.
- Daily Dusting and cleaning of furniture, fittings, all other fixtures & telephones.
Rooms having carpet flooring will have to be cleaned by vacuum cleaner daily or whenever required.
- Cleaning of window glasses, partitions, ceilings, cobwebs etc. as and when required but at least once a week.
- Removal of garbage/packing material from all the rooms, halls, ducts and roofs etc. every day.
- Supply of branded sanitary materials and Toiletries. (As per Annexure - B)
- To provide all services connected to Pest and rodent control (rates to be quoted separately)
- Cleaning of vertical blinds once in a week.
- Maintenance of indoor plants and flowerpots in IQ Building premises.
- Shifting of IQ furniture as and when required.
- Upkeep and maintenance of Inspection Quarters i.e. sweeping, cleaning mopping and wiping of entire floor area are including toilets, kitchen, staircase and balconies etc.
- Running of kitchen including attendant services for the occupants of IQs.
- Washing of bed linens, dusters, napkin, towel curtains, & blankets etc.
- Disposal of garbage and waste materials from the premises of IQ.
- Pest control treatment.
- Dry cleaning of Sofa-sets.
- Sanitization as and when required.

Section -I

ESSENTIAL ELGIBILITY REQUIREMENTS OF THE BIDDERS:

1. Bidders should have a minimum turnover of Rupees 5 Lakhs in each year during last 3 preceding financial years i.e. **2017-18, 2018-19 & 2019-20** to be reflected through audited balance sheet duly certified by chartered accountant.
2. The Solvency Certificate in Original of minimum Rs. 2/- Lakhs from any scheduled bank issued after the date of NIT but on or before the date of opening of the tender.
3. GST registration certificate.
4. ESI and EPF registration certificate.
5. Agency should be registered with Labour commissioner as per CL (R&A) Act-1970.
6. Declaration to the effect that no near relation of the proprietor/partner/director of agency is employed in MTNL.
7. The bidder should have satisfactorily completed at least one such job of Govt. or PSU approximately of the same/more cost. **Experience certificate of at least one year satisfactory service issued by PO issuing authority should be enclosed.**
8. The bidder should have at least two years experience in providing 'housekeeping & kitchen services'. They should submit the certificate of satisfactory performance in this respect along with tender document.
9. Letter of authorization in favour of a person who is signing the tender documents if the same is not signed by proprietor/partner of the agency.

Section -II

INSTRUCTIONS TO THE BIDDERS:

1. EXECUTIVE DIRECTOR, MTNL Delhi having its office in Eastern Court, Janpath, New Delhi wishes to invite bids for the appointment of agency for House Keeping Services in Inspection Quarters located at 5, HCM Lane and Staff Quarters of Kidwai Bhawan Telephone Exchange Building. The complete bid in two separate envelopes marked "*Techno commercial Bid*" and "*Financial Bid*" enclosing all document required to be submitted in separate sealed envelopes with **Sr. Manager(G&MR.)HQ, MTNL Delhi, Room No. 108, Eastern Court, Janpath, New Delhi** by the prescribed date.
2. **EMD of Rs.16,500/-/- (Rupees Sixteen Thousand Five Hundred Only)** has to be deposited along with the bid in the form of Demand Draft in favour of "AO (Cash) HQ, MTNL Delhi" valid for at least 180 days. EMD of the unsuccessful bidders will be returned at earliest upon award of contract. **EMD will not carry any interest.**
3. The bidders (small scale units) who registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of Tender Document Fee and Bid Security (EMD). Bid Security is exempted up to the amount equal to their monetary limit. In case of bidders having monetary limit as "No Limit", "Without Limit" or "More Than Rs. 50 Lakhs", the exemption will be limited to Rs. 50, 00, 000/- (Rupees Fifty Lakhs) only. A proof regarding current registration with NSIC for the Tendered Items will have to be attached along with the bid.
4. The MSEs (Micro & Small Enterprises) units/bidders registered with MSME bodies shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME, subject to following:-
 - a) A proof regarding current registration for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME bodies should be current & valid on the date of opening of bid.
5. No bid will be accepted after due date and time.
6. This invitation for the bid is open to all Indian firms/companies
7. The bidder shall bear all the costs associated with the preparation and delivery of its bid. MTNL shall in no case be responsible or liable for such costs.
8. The bidder is expected to examine the tender document thoroughly; failure to furnish all information's required by the tender document or submission of a bid not substantially responsive to the tender document in every respect may result in the rejection of the bid.
9. The bidder will not be allowed to make any amendment in the tender document submitted by them, at a later date.
10. Price quoted by the bidder shall remain fixed and valid until completion of the contract performance and will not be subject to variation on any account.
11. The Bidders are requested to quote their best and final price. There will be no post tender price variation.
12. The documentary evidence of the bidder's eligibility to perform the contract, if its bid is accepted, shall establish to the MTNL that the bidder has the financial and professional experience necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services. These would include the following: -
 - a) Structural and organisational set up,
 - b) Capabilities
 - c) Financial solvency
 - d) Performance records
 - e) Service details
 - f) Any other information in support of their claim and
 - g) Financial offer.

12. EMD will be forfeited: -
 - a. If the bidder withdraws its bid during the period of validity specified by the bidder in the tender form, or ***if any document/information submitted found to be false or fabricated***
 - b. In case of successful bidder, if the bidder fails -
 - i) to sign the contract in accordance with the contract &
 - ii) to furnish the performance security.
13. Tender shall remain valid for a period of one year after the date of award of work.
14. The original bid should be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to sign on behalf of bidder. The person or persons signing the bid shall initial all the pages of the bid. The name and position held by the person signing the bid must be typed or printed below the signature.
15. The bid shall contain no interlineations erasers or over writing except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections otherwise bid will be rejected at the time of opening.
16. The original bid must be received by the designated officer of MTNL by **15:00 hrs on 17.03.2021**. In the event of the holiday the bid will be received up to the appointed time on the next working day.
17. Any bid received after the deadline for the submission of bid will be declared late and rejected and returned unopened to the bidder
18. No modification/amendment to the bids already submitted is permitted. However, in case the bidder wants to withdraw his bid, the notice of the same may be sent to the designated officer in the sealed envelop. No bid may be withdrawn in the interval between the deadline for the submission of the bids and expiration of the period of tender validity
19. **Techno commercial** bid shall be opened by the officers / committee designated by the competent authority of MTNL, in the presence of bidders or their authorised representatives if they so desires on **17.03.2021 at 15:05 Hrs.**
20. Any clarification required by MTNL from the bidder must be submitted in writing and no change in the price or the substance of the bid shall be sought /offered or permitted.
21. The bid will be examined for the correctness, documents enclosed etc. MTNL may waive any minor informality non-conformity or irregularity in a bid, which does not constitute a material deviation.
22. The **techno commercial** and financial bids should be submitted in separate envelopes subscribed '**Techno commercial Bid**' or '**Financial Bill**' on the top of envelops. **Techno commercial** and financial bids will be opened separately by the designated evaluation committee. The financial bid will be opened only for **techno commercially** qualified bidders and work will be awarded to L1 bidder.
23. Any influence in any form may result in the rejection of its bid.
24. MTNL reserves the right to accept or reject any bid and annul the tendering process and reject the entire bid without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.
25. MTNL will notify the successful bidder in writing by registered letter that this bid has been accepted.
26. The notification of award will constitute the formation of a contract until the contract has been affected.
27. The payment will be made on monthly basis on the presentation of bills subject to the satisfactory services.
28. **The contract will be valid for a period of one year with a further provision of extension up to a period of one year on same rates, terms and conditions. In case MTNL is not satisfied with the service of the contract, it may terminate the contract unilaterally without assigning any reason thereof.**
29. The bidders are at liberty to, or authorize their representative (not more than one), to be present on their behalf at the time of opening of the tenders.
30. The bidder signing the tender in case of firm/company shall specify clearly whether he is signing as:
 - i) Sole Proprietor.
 - ii) Partner.

iii) Under the power of Attorney or Director, Manager, Secretary etc. or as the case may be. Copies of documents authorizing the signatory to sign the tender on behalf of such companies or persons should be attached with the tender.

31 The contract as a whole or any part thereof shall not be sublet or further subcontracted without the written permission of MTNL, Delhi.

32 If, any of the information is found to be incorrect, the contract will likely be cancelled.

33 The MTNL, Delhi does not bind itself to accept the lowest tender and reserves the right to: -

- i) Reject any or all tenders without assigning any reason.
- ii) Accept any tender or part thereof.

34 Summary rejection of bids:

Any one or more of the following actions/commissions are likely to cause summary rejection of the bids:-

- **Any bid received not accompanied by required Earnest Money Deposit or received with lesser EMD.**
- **Any bid received unsealed.**
- **Any conditional bid.**
- **Any bid in which rates have not been quoted in accordance with specified format/details as specified in the tender document.**

35 If the eligibility condition is not met or documents prescribed to establish the eligibility are not enclosed, the bid will be liable to be rejected without further evaluation.

36 MTNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the MTNL.

37 Rates:

The prospective bidders may inspect the IQ premises personally and acquaint themselves with the work involved. **Bidder should quote consolidated rates inclusive of all the charges of materials, wages of workers and implements, statutory taxes, duties, levies, octroi, etc. Rates quoted in tender must be valid for minimum 150 days for finalization of contract.**

38 Bids with firm price only are accepted.

39 Rates should be quoted in figure as well as in the words in English/Hindi.

40 No increase in the rates shall be allowed during the validity period.

41. EVALUATION OF SUBSTANTIALLY RESPONSIVE BIDS:

41.1 The evaluation and comparison of responsive bids shall be done on the basis of net cost to MTNL on the price of service offered (combined for all IQs) inclusive of duties and taxes **but excluding GST.**

41.2 No post bid clarification at the initiative of the bidders shall be entertained.

42 ISSUE OF ADVANCE WORK ORDER:

The issue of an Advance Work order shall constitute the intention of the purchaser to enter into the contract with the bidder.

The bidder shall within 14 days of issue of the advance purchase order give the acceptance along with performance security.

Section III

GENERAL TERMS AND CONDITIONS OF CONTRACT:

- 1 The company will have to employ latest gadgets for the cleaning jobs. The company will have to take care of overall cleanliness in the three buildings and a particular care to be given for the cleanliness in toilets.
- 2 The company will employ sufficient and optimum number of workers and one supervisor and helpers to carry out the work smoothly.
- 3 The Company will depute a person for carrying out repair works of furniture's, fixtures door closures, etc. plumbing work for above mentioned office accommodations this office will provide the material for such repair, if not, this office will pay the cost of material at market rates.
- 4 The successful bidder has to deposit a bank guarantee of Rs. i.e. 5% of the anticipated annual value of the contract.
- 5 Within 10 days of notification for award of contract, the successful bidder shall furnish performance security in the form of bank guarantee issued by a scheduled bank for an amount equal to 5% of the anticipated value of the contract.
- 6 The proceeds of the performance security shall be payable to the MTNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 7 The performance security bond shall be in the form of a bank guarantee issued by a scheduled bank.
- 8 Should any inspected or tested goods/services fails to conform to the specification, MTNL may rejects the good or make all alternations necessary to meet specification requirement free of cost to the MTNL.
- 9 The Contractor shall warrant that stores/ services to be provided free from all defects and faults in material, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for material of the type ordered and shall perform in full conformity with the specifications and drawings.
- 10 Price charged by the contractor for the goods delivered and services performed under the contract shall not vary from prices quoted by the Agency in his bid.
- 11 In case of revision of statutory levies/ taxes during the contract period MTNL, reserves the right to ask for the reduction in the prices.
- 12 The Agency shall notify the MTNL in writing of all sub contracts awarded under this contract if not already specified in his bid. Such notification in this original bid or letter shall not relieve the supplier from any liability or organization under the contract.
- 13 The Agency shall not appoint any close relative of the employee of this office in MTNL having direct dealing with the agency and shall furnish a declaration in the prescribed form to this effect.
- 14 The Agency shall be responsible for providing the full time attendant for completing the house keeping jobs in rotation on the aforesaid mentioned areas under MTNL Delhi. The Agency shall also appoint supervisors for monitoring the satisfactory performance of the services.
- 15 The Agency shall be responsible for all injuries and accident to the persons employed by them and for damage to the fittings, fixtures and equipment arising due to negligence on the part of agency.
- 16 The Agency shall be responsible for the conduct and behavior of its employees. The person provided by the agency will be deemed to be their employee and agency alone is responsible for: -
 - Payment to them of their salaries/employment/ wages and any other amount payable to them as per the law.

- Providing them such amenities and facilities as they may be entitled to under any law/ or contract applicable to their employment.

17 The Agency will comply / abide the minimum wages Act, 1948, provision of employee provident fund and ESI contribution. All the employees should be covered under ESI PF acts. **The payments will only be released if and only if the Contractor/agency have submitted the ESI and PF deposit challans along with the bills for the persons engaged by him.** Agency shall be responsible for any claim filed by the workmen under workmen compensation Act and also responsible for any legal cases filed by his employees engaged for executing this contract during the contract period.

18 PERFORMANCE SECURITY:

The performance guarantee shall be submitted in form of bank guarantee or bank draft issued by a scheduled bank in favour of MTNL New Delhi valid for the period of **TWO AND HALF YEARS (30 MONTHS)**. The performance guarantee shall remain with MTNL and will be discharged after completion of contractual performance obligations. If the bidder fails or neglects to any of his obligations under the contract, it shall be lawful for the MTNL, New Delhi to forfeit either whole or any part of the performance guarantee furnished by the bidder as aforesaid as compensation for any loss resulting from such failure. ***MTNL shall not be liable to pay any interest on security money deposited.***

The bidders (small scale units) who registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATIONScheme are exempted from payment of Performance Security Deposited for an amount up to their approved monitory limit for which the unit is registered. If the monetary limit of a SSI is classified as “Without Limit” by NSIC, then the maximum amount of monitory limit for which such SSI unit will be entitled to get advantage of concession admissible to it, shall be limited to Rs. 50, 00, 000/- (Rupees Fifty Lakhs) only.

19 AGREEMENT:

The successful bidder is to enter or execute an agreement on non-judicial stamp paper as applicable; this cost will be borne by the bidder. Such agreement must conform to terms & conditions as stated in the tender or as may be mutually agreed upon by the bidder and MTNL, Delhi.

20 VALIDITYCLAUSE:

The contract shall normally be **valid for one year** from the **date of issue of P.O.** and can be further extended for a period of one year on the same rates, terms & conditions. However, competent authority can terminate the contract by giving a 30 days notice in advance. The monthly charges on which the contract is awarded will not be reviewed during the period of the contract and its extension, if any.

21 REQUIREMENT & CONDITIONS FOR MANPOWER:

The contractor shall deploy following optimum manpower to ensure upkeep of the entire premises. Staff deployed by the contractors should be medically fit and he should get them medically examined to ensure that no staff deployed by him is suffering from any infectious or contagious or chronic diseases. Medical fitness certificate may be submitted in respect of staff supplied by him within a month of signing the contract.

The contractor should also ensure that the staff supplied by him has no criminal background. He should invariably get the police verification done by the local police in respect of staff supplied by him with in a period of one month of signing the contract.

The contractor should be responsible for making suitable provision of uniforms & badges (Identity Card) to his employees & their maintenance too. He should also ensure that the behavior of its employees is good i.e. they should be polite, well behaved and gentle.

22 LABOUR WAGES / STATUTES:

The persons provided by the contractor will be deemed to be his employees and he alone will be responsible for:-

- a) Payment to them of their salaries/employment/wages and any other amount payable to them, providing them such amenities and facilities as they may be entitled to under any law or contract applicable to their employment.
- b) Any dispute arising under Industrial Act-1947.
- c) He will comply with the Contract Labour (Regulation & Abolition) Act-1970 and the rules framed there under to the extent that the said act & the rules are applicable to the persons provided by him as aforesaid. **He should submit a copy of license under Contract Labour Act 1970.**
- d) He will be responsible to take care of all statutory requirements under the Provident Act & Employees State Insurance Act in respect of persons provided by him.
- e) To ensure the disbursement of wages in the presence of the authorized representative of the principal employer.

23. Declaration on Bills Regarding Payment @ Minimum Wages:

Since, for any violation of the contractual obligations and for implementation of relevant laws, the ultimate responsibility lies on the principal employer as per Contract Labour Act-1970. The contractor has to certify on the bill that he has made payment of all the wages to its employees @ minimum wages declared by the Govt. from time to time and complied with all the statutory obligations.

24 COMPENSATION CLAUSE:

This office will not be responsible for any compensation to the workers of the contractor for any injury caused during the course of their duty and entire responsibility will rest with the contractors. Contractor will also be liable to the Department for all the acts of omissions or commissions on the part of the persons provided by him and accordingly reimburse to the department all damages caused by such acts of omission or commission.

25 P.F. CLEARANCE:

P/F clearance certificate is to be submitted along with the bid by the contractor.

26 GST Invoice:

- 1) All the details of supplier (Name, address, GSTN/ Unregistered supplier, place of supply, SAC/HSN code etc) and other mandatory details shall be mentioned on the invoice.
- 2) Invoice/DN/CN/Supplementary invoice/receipt voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 3) In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case, supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such LD charges plus applicable GST. Such credit/debit note shall be issued before September 30th of the following end of financial year in which such supply was made.

- 4) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- 5) Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTN. Further, supplier should raise the invoices at the registered premises of MTNL for availing the credit.
- 6) MTNL could any time instruct the supplier to raise its invoice at a particular location of MTNL.
- 7) Supplier should raise the invoices at the registered premise of MTNL for availing credit and ensure that the price of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed time lines.
- 8) It shall be the responsibility of the supplier to mention state of place of supply of goods/services in the invoice issued to MTNL.

27 GST Compliances:

1. It is the responsibility of the supplier to ensure that outward supply return (GSTR-I) would be filled correctly. If not, then cost i.e. taxes, interest and/ or penalty would be borne by supplier.
2. Reporting of correct outward supply for supplier in the outward return is the responsibility of the supplier. Supplier needs to ensure the following points:
 - Uploading appropriate invoice details on the GSTN within the stipulated time;
 - Issuing GST compliant invoice /CN /DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
 - Supplier needs to pay the entire self-assessed tax on timely basis.
 - Where invoice not uploaded or incorrect upload of invoicing details on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN with respect to the mismatch are required to be accepted by supplier within the time limit prescribed under GST law. It should be noted that in case supplier does not accept such charges within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied, if any would be recovered from the supplier.
 - In case of mismatch because of supplier's fault, prompt amendments must be made by supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mismatch.
 - Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount with respect to GST charged by the supplier would be recovered from the supplier along with any applicable interest and / or penalty, if any as applicable by GST law.
 - A self declaration along with evidence that the supplier is not blacklisted by GST authorities may be submitted by the supplier. In case, the supplier gets black listed during the tenure of MTNL contract, then indemnity clause shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

28 Tax Indemnity Clause:

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

29 PAYMENT TERMS:

The payments shall be released only after production of list of material supplied and *satisfactory service certificate from the controlling officer/* designated authority of MTNL, on the monthly bills. Pre-receipt Invoices as per GST law signed in ink in duplicate should be submitted to the office of ES to GM (A). This office shall deduct income tax at applicable rates as per income tax rules at source from all the running account bills and final bills. This shall be deposited to the Govt. account. Tax deduction certificate will be issued as per Income Tax Act.

30 TIME FOR START AND MOBILIZATION:

After award of work MTNL may give 15 days period for mobilization of work .The agency shall ensure mobilization within the given time with the required manpower and tools.

31 AGENCY SUPERVISION:

The AGENCY shall either himself supervise the execution to the works or shall appoint a competent agent. It will be obligatory of the AGENCY /his authorized agent to be available at the work site on daily basis for effective supervision of job order. Orders given to the AGENCY agent shall be considered to have the same force if these had been given to AGENCY itself. If the AGENCY fails to have a Supervisor, Designated Authority shall have full powers to suspend the execution of the work until such date, as a suitable Supervisor is available.

The AGENCY will ensure that personnel deployed are dressed in proper uniform different than the MTNL uniform if any.

32 MATERIALS, TOOLS, PLANT & EQUIPMENTS:

- a. The AGENCY shall arrange at its own expense all-necessary materials, modern tools, plants and equipment
- b. All materials to be provided by the AGENCY for the execution of the JOB shall be of ISI marked or in conformity with the specifications / marks keeping in view good quality / standard after discussion with Designated Authority.
- c. All regular consumables as envisaged in the scope of the Agreement shall be made available by the AGENCY at the requisite places. If the AGENCY fails to do so, the MTNL shall be authorised to make appropriate deductions as assessed by Designate Authority whose decision shall be binding and final.

33 STATUTORY OBLIGATIONS OF THE AGENCY:

The AGENCY shall discharge all its statutory obligations including but not limited to following

The AGENCY shall carry out the JOB through his employees. The AGENCY shall ensure that the employees deputed on the job maintain normal personal hygiene and shall work under total control of AGENCY only.

The AGENCY shall make payments to its employees/workforce not below the minimum wages as prescribed by the Minimum Wages Act, 1948 and notified from time to time.

The AGENCY shall at its own cost take necessary insurance cover in respect of statutory provision of PF, Gratuity, Medical, Accident etc. of the staff and other persons employed or engaged by the AGENCY in connection with of the aforesaid JOB.

The AGENCY shall comply with all statutory obligations applicable including but not limited to the state Shops and Establishments Act, Payment of Wages Act 1936, Minimum Wages 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Payment of Bouns Act 1965, Workman's Compensation, Payment of Gratuity Act 1972, the Employees Provident Fund and Miscellaneous Provisions Act, 1952 including all the schemes framed thereunder as may be applicable, Employees State Insurance Act and other Acts or notification and shall keep the MTNL indemnified from all acts of omission or commission , fault breaches and or any claims/ demands or loss, injury and expenses to which MTNL may be put to or involved as a result of the AGENCY failure to fulfil any of the obligations hereunder and /or any bye-laws or Rules framed there under or any of them.

In case the AGENCY fails to make payment of wages of any part thereof within the prescribed period or make short payment, than the MTNL shall be entitled within this contract to deduct the same from any amount payable to the AGENCY under any contract or to recover any of such amount as debt payable by the AGENCY.

MTNL shall be entitled within this contract to recover any of such losses or expenses which it may have to suffer of incur on account of such claims demands loss of injury from the AGENCY monthly bill or from the Security Deposit Performance Bank Guarantee or any other sums available with the MTNL under any contract without prejudice to its any other rights under the law.

The AGENCY shall be responsible for the all payments to its employees MTNL shall not be liable for payment of any of such dues/payment like bonus, leave, salary, gratuity, terminal benefits in respect of any of the AGENCY employees on superannuating of otherwise.

All legal statutory requirements will be complied with by the AGENCY and the documentary records maintained and produced from time to time as required for.

The AGENCY shall have total control administrative & disciplinary and shall get the JOB performed through his employees at its sole responsibility.

34 SAFETY CODE:

- a. The AGENCY shall within the contract price arrange for all safety provisions so as to ensure safe and smooth working conditions for its workforce.
- b. The AGENCY shall indemnify the MTNL from all encumbrances on this account.

35 TERMINATION FOR DEFAULT:

The MTNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the office of contractor/ service provider, terminate the contract in whole or in part: -

1. If the Agency/ office maintenance and allied service provider fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser / Hirer to clause 15.
2. If the contractor /supplier / service provider fails to perform any obligation under the contract.
3. If the Agency/ office maintenance and allied service provider in either of the above circumstances, does not remedy his failure within a period of 7 days (or such period as the MTNL may authorize in writing) after receipt of the default notice from the purchaser.

36 PENALTY CLAUSE:

If the cleaning job is not completed before 9-45 a.m on a particular day, a penalty of **Rs500/-** per IQ shall be levied. Penalty of **Rs500/-** shall be levied per day if the services of the supervisors are not found satisfactory on any particular day. Penalty will be deducted from the monthly bills. MTNL is also empowered to engage private party for the upkeep of the Inspection Quarter when no work/unsatisfactory work has been done by the authorized contractor for any reason. The amount incurred in excess of the penalty shall be deducted from the monthly bills. If the service does not improve even after the repeated warnings the contract is liable to be cancelled and performance security deposit will be forfeited.

Penalty will be deducted from monthly bill of the following months.

“The decision of MTNL in respect of levy of penalty shall be final and binding. Any dispute in relation to imposition of penalty or quantum thereof shall not be arbitrable and the clause of Dispute Resolution shall not be applicable.”

37 ADD ON CLAUSE:

MTNL will have the right to increase or decrease upto 25% of the area of sweeping and cleaning in IQs in the schedule of scope of work without any change in the unit rate or other terms and conditions at the time of award of work or during the currency of contract.

38 CANCELLATION OF CONTRACT IN FULL OR IN PART:

If the AGENCY,

At any time makes default in proceeding with the JOB with due diligence and satisfaction of the MTNL and continues to do so even after a notice in writing of seven days from the designated authority or

Commits default in complying with any of the terms and conditions of job order and does not remedy it or take effective steps to remedy it within 7 days after notice in writing is given to him in that behalf by the designated authority or

Fail to complete the works or items of work as per schedule and does not complete them within the period specified in a notice given to him in writing in that behalf by the designated officer or

Assigns, transfers, sublets or attempts to assign, transfer of sublet the entire works or any portion thereof without approval of the Accepting Authority

The MTNL may, without prejudice to any other right to remedy that shall have accrued or shall accrue thereafter to the MTNL cancel the job order as whole or only such items of work in default from the contract.

39 TERMINATION OF CONTRACT

MTNL reserves the right to terminate the job order either in part or in full. Designated authority shall in such an event give one month's notice in writing to the AGENCY of his decision to do so. AGENCY upon receipt of such notice shall discontinue the work accordingly. In the event of such termination AGENCY shall be paid for the actual job/time performed till the date specified in the notice.

40 FORCE MAJEURE:

If at any time, during the continuance of this contract performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war or hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrict, strike, lockouts or act of God, provided notice of happenings of any such eventuality is given by the either party to the other within 10 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 non-performances. The contract may be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Executive Director, MTNL New Delhi shall be final.

41 SET OFF:

A sum of money due and payable to the Agency (including Security deposit refundable to him) under this Agreement may be appropriated by the MTNL or Govt. or any other person or persons contracting through MTNL and set off the same against any claim against the purchaser/ MTNL, such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the purchaser / MTNL or the Government or such other person contracting through MTNL.

42 DISPUTE RESOLUTION, ARBITRATION APPLICABLE LAW AND JURISDICTION:

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

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

- (b) Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 crores. Beyond the claim limit of Rs. 20 crores, there shall be a penal of three Arbitrators.
- (c) For the disputes to be decided by the sole Arbitrator, the party invoking the Arbitration Clause shall submit a list of three Arbitrators from the aforesaid panel along with the letter invoking Arbitration. The other party shall convey its consent for the one name as an Arbitrator out of three names within 15 days of receipt of such request.
- (d) For the disputes to be decided by a panel of three Arbitrators, the party invoking the Arbitration Clause shall submit one name from the aforesaid panel, as its Nominee, along with the letter invoking the Arbitration. The other party shall also convey the name of its nominee from the aforesaid panel to the party invoking the Arbitration, within 15 days of receipt of such request. Both the nominated Arbitrators shall nominate a third Arbitrator from the aforesaid panel, who shall act as the presiding Arbitrator.
- (e) Thereafter, the appointment order of the sole Arbitrator / penal 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-existent 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.
- (f) Payment terms for Arbitration fees and transport allowance will be as per the MTNL guidelines. Other arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time, and the rules made there under shall be applicable. The Arbitration proceedings shall be held in Delhi/Mumbai.
- (g) In the event of such an Arbitrator, to whom the matter is originally referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the new Arbitrator(s) shall be appointed after following the procedure as enumerated hereinabove. The person(s) so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (h) No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.
- (i) The Arbitration proceeding shall be in English language.
- (j) The law of land as promulgated/ modified/ amended or replaced from time to time shall govern this agreement. The agreement shall be subjected to exclusive jurisdiction of courts at Delhi/ Mumbai.

43 ARBITRATION CLAUSE FOR COMMERCIAL CONTRACTS WITH OTHER CPSES AND GOVERNMENT DEPARTMENTS / ORGANISATIONS:

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

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

44 TIME BAR CLAUSE:

If the Contractor / Supplier does not make any demand for arbitration in respect of any claim/dispute in writing within 45 days from the date of cause of action arises in this contract and where this provision is not complied with, the claim of the contractor /supplier shall be deemed to be waived and considered absolutely time barred.

45 SUBJECTS LAWS AND JURISDICTION:

The contract shall be governed by Indian Laws and the court at Delhi will have Jurisdiction to entertain any dispute or claim arising out of contract.

46 NOTICES:

Any notice given by one party to the other pursuant to the contract shall be sent in writing or by FAX or Cable and confirmed in writing. A notice shall be effective when delivered or on the notice effective date, whichever is later.

47 *Term and conditions of NIT will constitute a binding contract between the parties in the absence of a formal agreement.*

ANNEXURE-A

ROUTINE JOBS TO BE CARRIED OUT IN INSPECTION QUARTERS.

Following jobs will be carried out in the manner given below: -

JOB INVOLVED

- 1) Cleaning, sweeping and mopping of the floor area, toilets, precincts, walls, ceiling, dustbins, furniture, window glasses, cupboards etc. daily twice a day i.e. 365 days a year.
- 2) Polishing of flooring and vacuum/dry cleaning of sofa shall be done once in six months.
- 3) Daily dusting of furniture and other fixtures & telephones.
- 4) Supply of cooks, attendants to serve, tea, breakfast and meals (North Indian/South Indian dishes both Veg/Non-Veg.) to the occupants of IQ at a fixed price as per annexure-C, from 6 AM to midnight for all 365 days a year.
- 5) Daily washing of napkins, pillow covers, towels, bed sheets, bed covers, table linens, curtains and blankets etc.
- 6) Pest control treatment once in six months or as and when required.
- 7) Daily disposal of garbage.
- 8) Maintenance of plumbing fixtures and fittings on, as and when, required basis (labour only).
- 9) Supply of good quality of toiletries (As per annexure-B).
- 10) Maintenance of potted plants in Inspection Quarter.
- 11) Cleaning of staircase with broom daily and washing with water twice in a week at KBN IQ.
- 12) Sweeping of common area at the entrance of KBN IQ daily.
- 13) Sanitization as and when required in IQs.

ANNEXURE -B

The contractor shall supply following brand of toiletries and cleaning materials: (In a month in each I/Q)

1. Mosquito liquid repellents – Allout / Mortien / Goodnight etc - 8 pcs.
2. Floor cleaners –Clinzo / phenyl —5ltr
3. Harpic / flush klean —8pcs (Bottles)
4. Tissue paper/ toilet paper roll. –10 pcs., 4 pkt. Napkin Paper
5. Odonil & phenyl balls --12 Pkt Odonil & 2 Pkt. Phenyl Balls
6. Colin.—3 pcs. (Bottle)
7. Hit / Baygon spray.—3 pcs. Mosquitto & 3 pcs Cockraches
8. Detergent powders – 4 Kg & Dish wash - 2 Kg. (VIM Powder)
9. Room freshener – 6 pcs.
10. Brooms, Duster, Rough dusters, Brushes, Toilet brush etc.
--6 pcs Pochha, 12 pcs Dusters, 4 pcs Phool Jharu,
2 pcs Narial Jharu, 5 pcs Steel Juna, 1 Pkt. Plastic Juna
11. Garbage collecting bags/Dust bins,
-- 1 Plastic Bucket or as per need, 1 Wiper or as per need, Plastic garbage collection bags as per need

Note: - The above said material should be supplied on first day of every month in each IQ under the receipt of concerned Caretaker of IQ.

ANNEXURE-C

**Proposed rates for items in Breakfast / Lunch / Dinner in
MTNL Delhi Inspection Quarters**

<u>S. No.</u>	<u>Items</u>	<u>Proposed rate</u>
1.	Break-Fast	Rs.45/- each
	1. Milk (toned)	200 ml.
	2. Bread	4 slices.
	3. Butter	25 gms.
	4. Tea	2 cups.
2.	Optional	
	a) Eggs (boiled)	Rs 6/- per peice
	b) Omlette (2 eggs with slice)	Rs25/
	c) Coffee	Rs 12/-
3.	Meals	- Rs.70/-
	1. Daal	
	2. Seasonal Vegetables	
	3. Curd	
	4. Rice	
	5. Roti (Chapati)	
	6. Seasonal Salad	
	7. Papad.	
4.	Optional	
	1. Paneer	(100gm) Rs 50/-
	2. Mutter paneer	(100gm) Rs50/-
	3. Mutton	(150 gm) Rs80/-
	4. Chicken	(150gm) Rs70/-
	5. Veg. Pullav	1 plate Rs40/-
	6. Tea	Rs5/- per cup
	7. Coffee	Rs12/- per cup

Note: MTNL will not supply Cooking Gas.

Annexure D
BID FORM

To

GM (A), M.T.N.L Delhi
Eastern Court, Janpath, New Delhi – 110001

Sir,

Having examined the tender document for the appointment of agency for house keeping services in MTNL IQ located at **Kidwai Bhawan Staff Quarters New Delhi and 5 HCM Lane, Janpath, New-Delhi**, receipt of which is hereby acknowledged, we, the under signed offer to provide to MTNL house keeping services as detailed in the annexures attached here to and made part of this tender document, we are submitting herewith details in annexures 1 to VIII of this tender form.

We under take, if our tender is accepted to commence services as per the tender, within seven days calculated from the date of receipt your notification of award.

If our bid is accepted, we will provide performance security in the form of bank guarantee from the scheduled bank for a sum not exceeding 5% of the anticipated value of the contract, for the due performance of the contract, in accordance with the condition of the contract.

Tender/bid security shall remain valid for a period of **180 days** after the date of tender opening prescribed by the MTNL.

We agree to abide by this tender for a period of one year extendable by another one year on same rate, terms and conditions. The monthly charges on which the contract is awarded will not be reviewed during the period of contract and its extension if any.

Until a formal contract is prepared and executed, this tender together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We understand and agree that you are not bound to accept the lowest priced or any tender that you may receive.

Dated this day of month 2021

Signature

(In capacity of)

Duly authorized to signed the tender for and on behalf of

ANNEXURE - I

STRUCTURE AND ORGANISATIONAL SET UP

1.	Name and full address of the company with registration	
2.	Contract T. No./FAX/E-Mail address	
3.	Status of organization (company, partnership, Pvt. Ltd., Limited	
4.	Registration particulars with labour commissioner's office.	
5.	Date of incorporation	
6.	Name, qualification and bio-data of proprietor /partners /	
7.	Total No. of employees	
8.	No. of similar types of Jobs in hand	
9.	No. of years in business/experience	
10.	Office floors/ service timings a) Normal working Days	

Date:

Authorised Signatory
(With official seal)

ANNEXURE - II

FINANCIAL LIABILITY/ PERFORMANCE RECORD

1.	Latest income tax certificate -		
2.	Turnover of the last three years - a) b) c)		
3.	Provide details of prestigious work in hand:		
	Name of the clients	Type of services presented	Value of work per annum

Date:

Authorised signatory
(With official seal)

ANNEXURE - III

PERFORMANCE RECORD:

1.	Provide details of prestigious accounts held during past indicating: -	
	a) Name of the client	
	b) Type of services presented	
	c) Value of the work per annum	
2.	Provide details of account with Public Sector & Govt. Department held in past indicating: -	
	a) Name of the client	
	b) Type of work	
	c) Value of the work per annum	

Date:

Authorised Signatory

(With office seal)

ANNEXURE - IV

DECLARATION:

I, son of /wife of Sh. and proprietor /director /partner of M/s.do hereby solemnly affirm and declare as under :-

1. That I am a sole Prop./partner/ Director of M/s.
2. That I state and declare that the above firm M/s. has been ever been debarred and/ or black listed by any department of Central Govt. /State Govt./ PSU/ Public bodies/ Municipalities.

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

Signature of Prop./Partner/Director

(Sh./Smt./Miss)

Note: The signatory should not effect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by MTNL.

ANNEXURE - V

CLOSE RELATION CERTIFICATE:

- (a) I / we do hereby declare that none of my / our close relative is/are employed in MTNL.
- (b) I / we do hereby declare that my /our close relative is/are employed in MTNL and his/ her/ their particulars as follows:

Name:

Designation:

Place of Posting:

I / we are aware that concealment or furnishing of wrong or incomplete information in the regard shall render me/ us liable to remove from the approved list of contractor(s) and also forfeiture of security etc.

(Out of (a) & (b) strike out whichever is not applicable.)

Station:

Date:

(Sign. of the bidder/ contractor or person authorised in his behalf)

ANNEXURE - VI

Performa for quoting rates for the "House Keeping Services"

Tender No.: MTNL/Delhi/Admin/IQ/H.K. Tender /2020-21/12

Dated: 05-02-2021

1. Name & Address of the party/firm:

2. Phone No. (if any) office:

Residence:

3. Please quote your house keeping rates separately for each IQ in the table given below: -

Sl. No.	NAME OF INSPECTION QUARTER	HSN Code as per GST Law	RATES PER MONTH (Rs.)	CGST (Rs.) @ %	SGST (Rs.) @ %	TOTAL (Rs.)
	Kidwai Bhawan Staff Quarters, New Delhi.					
	5, HCM Lane, Janpath, New-Delhi					
	GRAND TOTAL					

Total (exclusive of GST) in words: Rupees

Average Rates per Sq Ft (Exclusive of GST) Rs:

Place:

Signature(s)
(Proprietor)
(Or person authorized in his behalf)

ANNEXURE - VII

ANY OTHER INFORMATION YOU WISH TO MENTION: -

We certify that all available information and data have been supplied and the foregoing statement is true and correct.

Authorised signatory

(With office seal)

Note: please attach supporting documents / certificates etc. in order to substantiate your claim.

ANNEXURE- VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the having agreed to exempt hereinafter called “ the said contractor”) from the demand under the terms and conditions of a contract being LOI/ Purchase Order No.Dated.....made between MTNL Delhi and M/s. for ... house keeping services ...for the supply of(hereinafter called the said “agreement/Contract”) of the security deposit for the due performance by the contractor(s) and the terms and conditions contained in the said agreement / contract, on production of bank guarantee of Rs.(Rs.) We, name of the bank (hereinafter refer as ‘bank’) at the request of contractor(s) do hereby under take to pay to the MTNL an amount not exceeding as agreed and declared herein below.

WHEREAS MTNL DELHI accepted the tender M/s. Hereinafter called the seller to supply to MTNL Delhi as per letter of Intent / purchase Order..... dated.....(hereinafter referred to as the said Letter of Intent/ PO.)

AND WHEREAS THE said letter of intent /PO provides that seller shall furnish the Bank Guarantee to the extent of 5% of the value of the order as and by way of security for the due fulfilment by the said contractors of the terms and conditions contained in the Letter of Intent /P.O.

AND WHEREAS at the request of the seller of the bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND between the parties here to as follows:

1. We (name of Bank) do hereby undertake to pay to the MTNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the MTNL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement/ contract.
2. We (name of Bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the MTNL stating that the claim is due by way of loss or damaged caused to or would be caused to or suffered by the MTNL by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said agreement / contract by reason of contractor(s)’ failure to

perform the said Agreement /Contract and further guarantees that the goods which shall be supplied by the seller under the said letter of Intent / Contract shall be actually performing the WORK required of it to the satisfaction of MTNL and shall be free from any defects arising from the faulty materials, designs and work man ship, such as corrosion of the equipment, inadequate quantity of materials, inadequate contract protection, deficiency in service design and / otherwise, whatsoever and in the event of seller's failing or neglecting to render necessary services as aforesaid and or in the event of the goods failing to give satisfactory performance or proving not free from deficiencies or defects as herein before mentioned and in the said purchase order/contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where decision of the MTNL in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding

3. We undertake to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding ending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We (name of Bank)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement / contract and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement /Contract have been fully paid and its claim certified or discharged or till it is certified by the MTNL that terms and conditions of the said contract /agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO AND HALF YEARS (30 MONTHS) as specified in the PO, from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of Bank)further agree with the MTNL that MTNL shall have the fullest liberty without our consent and without affecting in any manner our obligation thereunder to vary any of the terms and conditions of the said Agreement/ Contract or to extended time of performance by the said contractor(s) from time to

time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement/ Contract and we shall not be relieved from our liability by reason of any such variation, or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of TWO AND HALF YEARS (30 MONTHS) from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the said period of TWO AND HALF YEARS (30 MONTHS) as the MTNL may feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank before the expiry of the said TWO AND HALF YEARS (30 MONTHS) or an extension thereof, the same shall be enforceable against the Bank notwithstanding the fact the same is enforce after the said period of TWO AND HALF YEARS (30 MONTHS) OR ANY extension thereof.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
8. We (name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous approval / consent of the MTNL Delhi in writing.

In the witness where of the parties have executed these presents the day and year therein above writing

Signed on the day of

WITNESSES:

1.

2.

. FOR AND ON BEHALF OF..... BANK Ltd.

Annexure IX

AGREEMENT FOR PROVIDING HOUSE KEEPING SERVICES

This is made this day of 2021 at New Delhi.

BETWEEN

MAHANAGAR TELEPHONE NIGAM LIMITED under control of Ministry of Communication & Information Technology, Govt. of India a company incorporated Act. 1956 and having registered Corporate Office at 5th Floor, Mahanagar Doorsanchar sadan, 9, CGO Complex New- Delhi-110 003 and through ED Office at First Floor Eastern Court, Janpath, New Delhi 110 001, hereinafter referred to as the “COMPANY” (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the One Part.

AND

M/S ----- a sole proprietorship concern /partnership firm/ Agency / Limited Company, having its principal place of business at (some statutory registration No of the party can be specified) through its proprietor M/S ----- hereinafter referred to as “AGENCY” (which expression shall unless it be repugnant to the meaning or context thereof ,be deemed to mean and include its successors and permitted assigns) of the Other Part.

WHEREAS:

MTNL is desirous of having HOUSE KEEPING SERVICES at its two locations – described in “Annexure-II” on job basis, hereinafter called the “SCOPE OF WORK “.

AND WHEREAS:

The Agency has represented that it carries a business of executing similar jobs, has capability to perform and has shown willingness to perform the job and has claimed of having necessary infrastructure, resources and licensees / approval for the performance of the JOB to the satisfaction of the MTNL.

AND WHEREAS:

Based on the representations made by the Agency vide his letter(s) dated, the MTNL has decided to award the Job to the Agency and the Agency has agreed to perform the JOB on the terms and conditions as enumerated in this agreement.

DEFINITION:

The following terms shall have the meaning ascribed to them in the following paras unless the context in which they are used clearly described otherwise:

“Agreement” shall mean this agreement together with all annexure hereto and all valid amendments from time to time coming in to effect.

“Area” shall mean and include the premises of the company including the space in and around office of the company.

“MTNL” shall mean a limited liability Company incorporated in India under the companies Act, 1956.

“Agency” shall mean the person / agency who have been assigned the JOB for delivering / producing the desired results.

“Designated Authority” mean an officer of the company duly authorised by the management for the purpose.

“GCA” shall mean General Condition of Agreement including terms and conditions and special conditions if any.

“Party” shall mean a party to this agreement and shall include plural also.

“Person” shall mean any individual, partnership firm, trust, Body Corporate, other business entity or any statutory corporation.

“Board” shall mean the Board of Directors of the Company.

“Companies Act” shall mean the Companies Act 1956 passed by the Indian parliament as amended from time to time.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF WORK:

The AGENCY shall render the HOUSE KEEPING services as described in Annexure-X in MTNL Delhi IQs located at Kidwai Bhawan and 5 HCM Lane New Delhi on Job order basis.

2. DURATION OF CONTRACT:

2.1 This agreement is valid for a period of **one year** with effect from to.....

2.2 MTNL at its discretion may extend the contract for a further period of one year or part thereof on the same terms and conditions including the rates. In this regard, the decision of the MTNL shall be final and binding on the AGENCY.

3. PERFORMANCE :

The AGENCY shall perform the JOB as prescribed in the Scope of Work, complete in all respects. The DESIGNATED AUTHORITY, nominated by the MTNL shall be certifying the due performance of the contractual parameters and obligations undertaken by the AGENCY.

The AGENCY shall provide a bank Guarantee of Rs..... (Rupees) in favour of the Mahanagar Telephone Nigam Limited from any nationalized / Scheduled Bank for due performance of the Agreement and shall continue to be in full force and effect for a period of six months beyond the contract period i.e. up to(Date) and thereafter till settlement of all dues and disputes, If any.

4. CONTRACT RATE :

Rates (Inclusive of taxes) for the JOB covered under this contract for a period of one year with effect from shall be as follows:

S.No.	Inspection Quarter of MTNL	RATES RUPEES PER MONTH(Inclusive of GST)
1	Kidwai Bhawan Staff Quarters New Delhi	
2	5 Harish Chandra Mathur Lane Janpath New Delhi	

5. TERMS OF PAYMENT :

- 5.1 Monthly bills submitted by the AGENCY, for the work executed in the preceding month, shall be paid within 15 days of submission of bills complete in all respects.
- 5.2 The bills submitted by the AGENCY should include requisite Performa duly filled in, certified by the designated authority, stating satisfactory performance of the job for releasing the payments. Agency shall submit the requisite proof of deposit PF, ESI, EDLI and other statutory dues and disbursement of wages to the employed workmen along with the bill.
- 5.3 If at any time during the currency of JOB, the AREA for which this job has been awarded is reduced / abandoned, the payment / value of this job order shall be reduced on pro-rata basis by Designated Authority and would be acceptable to the AGENCY.
- 5.4 No escalation whatsoever would be allowed during the pendency of the contract.

6. GENERAL CONDITION OF AGREEMENT (GCA)

This agreement is subject to the terms and conditions contained in the GENERAL TERM & CONDITION OF AGREEMENT (herein after referred to as “GCA”) contained in NIT, which shall form an integral part of this agreement.

7. TIMING OF SERVICE

- 7.1 The AGENCY shall ensure proper services so that the quality of maintenance and upkeep of the IQs is not compromised with and the Inspection Quarter building is kept ready for use latest by 9-45 AM in the morning on all days.
 - 7.2 The AGENCY will ensure that personnel deployed at IQs are dressed in proper uniform different than the company uniform, if any.
8. Both the MTNL and AGENCY clearly understand categorically agreed that this contract has been executed by the AGENCY to produce specific result, as contained in annexure-I, by the AGENCY through their own or hired employees and nothing herein contained would mean and construe in any manner whatsoever that the AGENCY own or hired employees would any time become employee of the MTNL. After completion of the contract period or termination thereof before its normal expiry, the Agency will take with them all their workmen assigned to work under the contract and the MTNL will take no liability whatsoever on this account. The AGENCY in their own wisdom will keep, deploy such number of personnel including those from the outgoing contractor’s employees, for maintaining the AREA as they consider appropriate.
9. The superintendence and supervisory control of the personnel assigned with the JOB in MTNL premises for producing given results and to maintain proper upkeep of the premises shall entirely be of the AGENCY and not of the MTNL. The MTNL designated authority or his authorised representative shall have the right of inspection to satisfy that the JOB is performed in accordance with the contract specification.
- 10 This Agreement shall be governed by and construe in accordance with the laws of the republic of India. And the court at New Delhi will have the jurisdiction.
- 11 All other terms and conditions of the NIT along with Annexure will form the integral part of this agreement.

12. LEGAL ADDRESS OF THE PARTIES:

Mahanagar Telephone Nigam Limited
Senior Manager (G&MR)
Room No 108, Eastern Court,
Janpath, New Delhi- 110 001

COMPANY

M/S

CONTRACTOR

ANNEXURE - X: SCOPE OF WORK

IN WITNESS WHEREOF the parties hereto have executed these presents at New Delhi on the day, month and year first above written:

FOR AND ON BEHALF OF THE MTNL

FOR AND ON THE BEHALF OF THE
AGENCY

Signature:

Signature:

Name:

Name:

Designation:

Designation:

MTNL

Agency

IN THE PRESENCE OF:

IN THE PRESENCE OF :

Signature:

Signature:

Name:

Name:

Designation:

Designation:

MTNL:

Agency:

SCOPE OF WORK

1. Broad details of JOB / WORKS covered under the scope is enumerated as follows:

- 1.1 The AGENCY shall provide services for regular cleaning, sweeping, moping and wiping of floors, staircase, toilets, urinals, wash basins and maintenance of premises (Inspection Quarter) from inside as well as from outside by use of special equipment's, skilled manpower for the use of the maintenance equipment and consumable materials like naphthalene balls, air purifiers, detergents and other cleaning materials so as to help the premises (Inspection Quarter) hygienic. All consumables / materials would be supplied by the AGENCY.
- 1.2 Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows, venetian blinds, racks, sofas, carpets, telephones, curtains, wall mounted fans, etc. with dry /wet cloth, feather brush and dusters.
- 1.3 Carpet surface to be cleaned with soft brush daily and by vacuum cleaners as and when required as per direction of the MTNL.

Clearing any choking's in the drainage, manholes etc.

AGENCY shall perform the jobs, which are normally required to be carried out for maintaining clean and hygienic conditions at the work place.

AGENCY shall dispose off the waste materials at a place located for this by and in conformity with the civic laws.

2. WORK TO BE CARRIED OUT DAILY

- 2.1 Cleaning of toilets at least thrice daily (8.30 AM, 12.00 NOON and 3.30 PM) with phenol and detergents etc. and maintain the toilet floors dry all days. Cleaning of windows and windowsills of all the toilets to be done regularly. Washbasins, urinals, WC are to be cleaned with proper detergents. Flushing systems of all toilets to be checked every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided regularly to ensure continuous availability of these materials in requisite place/ container.

2.1 Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of windowsills once in a day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided regularly to ensure continuous availability of these materials in requisite place/ container.

- 2.2 Cleaning of corridors, staircases and common area with phenol in the morning.

- 2.3 Upkeep and maintenance of Inspection quarter i.e. Dusting, Sweeping, Cleaning, moping, wiping of entire floor area including toilet, pantries, rooms, Stair case, balconies and kitchen room etc during all time in a day.
- 2.4 Cleaning of Inspection Quarter working areas including staircase, removing dust from the floors, windows, doors, furniture, fixtures, telephones, ashtrays, cupboards, air conditioners, filing almirahs, cabinets, glass pans, computers/other fixtures, all linen etc. with the dry / wet duster and or with suitable cleaning agents. Moping of floors with phenol twice a day.
- 2.5 Collection of waste papers from the rooms, waste papers from baskets, Dustbin, lobbies and putting in bags at the specified locations including disposal of garbage and waste material daily.
- 2.6 Cleaning of carpets with soft brush and vacuum cleaners daily.
- 2.7 To clean glass panes and windows and partitions with soap / cleaning agent.
- 2.8 Cleaning of Choakage of sewer and pumping lines with lines within premises as and when required.
- 2.9 Cleaning gulley trap and manholes within premises as and when required.
- 2.10 Cleaning of duct and shaft spaces, garbage, removal and putting them in dustbins kept outside the building.
- 2.11 Cleaning removal stains of any kind of ink etc. from the building premises and staircase.
- 2.12 Cleaning of lift walls with silver / brass liquid cleaner.
- 2.13 Room freshener in all I/Qs area to be used daily in the morning and as and when required. Room freshener material should be of standard make.
- 2.14 Running of Kitchen including attendant service for occupants IQs. , wherever required.
- 2.15 Maintenance of potted plant in I/Qs.
- 2.16 Cleaning and washing of bed linen, duster, napkin, etc.
- 2.17 Mosquito removal spray in all rooms, bathroom hall and kitchen and providing all-out like mosquito removal machine in all rooms etc.

3. JOBS TO BE CARRIED OUT WEEKLY

- 3.1 Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors walls in toilets/ rooms, corridors with soap, detergents, kerosene/ petrol or any other chemicals, automatic mope/ scrubbing machine to be used at least once in a week.
- 3.2 Cleaning of fabric upholstered sofa sets with vacuum cleaners leatherette upholstered sofa sets and chairs with soap solution/ cleaning agent of approve quality.

4. **JOBS TO BE CARRIED OUT FORTNIGHTLY**

- 4.1 Polishing of brass items with approved brass cleaning material.
- 4.2 Dusting of false ceiling etc. with soft broom and cloth.
- 4.3 Cleaning of sofa sets with soap water/ vacuum cleaners.
- 4.4 Washing and cleaning of staircase, drive ways, parking areas and roads within the IQs premises.
- 4.5 Lift lobby and all toilets, floors and other areas as may be directed by Designated Authority shall be cleaned with floor scrubbing machine.
- 4.6 Cleaning of water cooler.

5. **JOBS TO BE CARRIED OUT MONTHLY:**

- 5.1 All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap/detergent and water to remove all stains etc. After cleaning the floors with soap and water the floor should be properly polished with wax polish.
- 5.2 Total Inspection Quarter area floors to be cleaned with floor scrubbing machine, wherever required.
- 5.3 Dry cleaning of blanket carpets and curtains.

6. **JOBS TO BE CARRIED OUT QUATERLY:**

- 6.1 Pest Control Treatment
7. Sanitization of IQ as and when required.