**Mahanagar Telephone Nigam Limited**

**(A Government of India Enterprise)**

**Office of the GM (HR-I)**

**Mahanagar Telephone Nigam Limited, Corporate Office, 5th Floor, Mahanagar Doorsanchar Sadan,**

**9- CGO Complex, New Delhi – 110003**



**Invitation to Tender and instruction to tenderer for House Keeping AT MTNL Corporate Office, AT 4TH, 5TH & 6TH FLOOR IN MAHANAGAR DOORSANCHAR Sadan, CGO COMPLEX, LODHI ROAD, NEW DELHI.**

**Estimated cost of the Tender: Rs.14,50,000/-( excluding GST) in a year (Rs. Fourteen Lakh Fifty Thousand only)**

**Tender Enquiry No. MTNL/CO/Admn/Housekeeping/2019-20**

**Start date of downloading of tender document : 22/5/2019 from10:00 Hrs**

**Last date & of submission of bids : 19/6/2019 by 12:00 Hrs.**

**Date & time of opening of technical bids : 20/6/2019 at 12:00 Hrs.**

**(Cost of Tender Document Rs. 1000 + GST each set*.***

 **Total Rs. 1180/-**

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**T.E. No. MTNL/CO/Admn/HK/Tender/2019-20**

**Dated: 22/05/2019.**

To,

**Ref: Tender Enquiry No. MTNL/CO/Admn/HK/Tender/2018-19 dated 22/05/2019 FOR House Keeping AT MTNL Corporate Office, AT 2.1/2, 4TH, 5TH & 6TH FLOOR IN MAHANAGAR DOORSANCHAR Sadan, CGO COMPLEX, LODHI ROAD, NEW DELHI**

Dear Sir,

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

|  |  |  |
| --- | --- | --- |
| S. No. | Subject | Page No. |
|  | Housekeeping Tender | 1 |
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 The tender shall be submitted through e-tendering system on website https://www.eprocure.gov.in/eprocure/app.Your offer complete in all respects as per enclosed documents must be **submitted latest by** **12:00 Hrs of 19.6.2019.**

“*Bidders are advised to familiarize themselves adequately with the ETS Portal of TCIL, well in advance, to avoid last minute technical glitches/errors preventing successful uploading of bid within specified time frame.”*

*The Special instructions to Bidders for e-Tendering in this regard are given in Section X.*

The “Instructions to Bidder” and “General (Commercial) conditions” are applicable for this tender. However, the clauses mentioned in the “Special Conditions of Contract” & Technical Specifications will supersede the General (Commercial) Conditions.

*2*

**Tender bids shall be opened on-line at 1200 Hrs. on 20/6/2019.**

. The representatives of the bidders may attend the bid opening either online after logging on to **https://www.eprocure.gov.in/eprocure/app.** or at MTNL premises.

Thanking you,

Yours faithfully,

DE (Admn),CO

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**SECTION-I**

**(NOTICE INVITING TENDER)**

**MAHANAGAR TELEPHONE NIGAM LIMITED**

**(A Government of India Enterprise)**

**T.E.No. & Date: T.E.No. MTNL/CO/Admn/HK/Tender/2019-20 Dated:22/05/2019.**

**Important dates:**

|  |  |
| --- | --- |
| Tender Publishing Date and Time | 22.05.2019 at 1000 Hrs. |
| Document download start Date and Time | 22.05.2019 at 1000 Hrs. |
| Clarification start Date and Time | 22.05.2019 at 1000 Hrs. |
| Clarification end Date and Time | 01.06.2019 upto 1600 Hrs |
| Bid Submission start Date and Time | 06.06.2019 at 1000 Hrs |
| Bid Submission end Date and Time | 19.06.2019 upto 1200 Hrs |
| Technical Bid Opening Date and Time | 20.06.2019 at 1200 Hrs. |

Tender is invited by under signed on behalf of GM(HR-I) MTNL Corporate office, New Delhi from the reputed contractors empanelled/registered with Labour Commissioner's office, for carrying out the housekeeping work on premises located at 4,5 & 6th floor, MTNL Corporate Office, Mahanagar Doorsanchar Sadan, CGO Complex Lodhi Road, New Delhi. The schedule of invitation is as under:

Mahanagar Telephone Nigam Limited having its office 2 & a half,4th, 5th & 6th floor, Mahanagar

Doorsancha Sadan, New Delhi –110003 wishes to invite bids for the engagement of agency/contractor for **Housekeeping & Allied Services** for its Corporate office.

1. E-tenders under Two-Bid system (Techno-commercial bid & financial bid) are invited from reputed vendors fulfilling the qualifying requirements.
2. The eligibility conditions for the bidders are detailed in Clause-2 of Section–II of tender document.
3. EMD in the form of Demand draft will be Rs..**29,000/- (Rupees twenty nine Thousand Only).** The EMD shall be submitted before the scheduled date and time of opening of the bids. A scanned copy of the EMD shall be uploaded along with the bid.
4. Intending bidders may download the tender document from the website **https://www.eprocure.gov.in/eprocure/app.** by making payment of **Rs. 1000/-** as cost of tender document + 18% GST. The cost of tender document can also be paid in the form of DD/Pay order of **Rs. 1180/-,** drawn in favour of MTNL, payable at Delhi, before scheduled date and time of opening of bids.

|  |  |  |
| --- | --- | --- |
|  |  |  |

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**Section-II**

**Instructions to bidders**

1. **Introduction:**

Mahanagar Telephone Nigam Limited having its office 2.1/2nd, 4th, 5th & 6th floor, Mahanagar Doorsanchar Sadan, New Delhi –110003, wishes to invite bids for the engagement of agency/contractor for **Housekeeping & Allied Services** for its Corporate Office.

**2. ELIGIBILITY REQUIREMENTS OF THE BIDDERS.**

1. The agency should be registered with Labour Commissioner’s Office and should have obtained valid Labour License as applicable under the Contract Labour (Regulation & Abolition) Act 1970.
2. The agency should have its own ESI, EPF &GST registration Nos.
3. Work Experience:-

The bidder should have experience of successfully completion of similar type of services (sweeping & cleaning) in a reputed Organization having total value of the works not less than the value put to tender during last three preceding financial years ending on …………….. (Details to be submitted as per annexure-B of the NIT, copies of work award letters and Certificate regarding satisfactory completion of the same to be enclosed. Satisfactory certificate should be issued not below the rank of Divisional Engineer/ Under secretary in Govt. Deptt/ Manager in PSUs.)

1. The Agency should have annual financial turnover not less than Rs.5,00,000/- (Rupees Five Lakhs only) for consecutive two years viz.,2016-17 & 2017-18. The latest audited balance sheet to be enclosed as a proof.
2. **SCOPE OF WORK**

The details of the premises along with area where housekeeping services are to be provided by the agency/contractor are given below.

|  |  |  |
| --- | --- | --- |
| **S. No.**  | **LOCATION** | **AREA (sq. ft.) (Approx.)** |
| 1. | 2.1/2nd, 4th, 5th & 6th floor, Mahanagar Doorsanchar Sadan, CGO Complex, Lodhi Road, New Delhi. | 2.1/2 flr – 176.06 sq. mtr.4th flr - 2727.36 sq. mtr.5th flr - 2987.71 sq.mtr.6th flr - 1076.45 sq. mtr. |
| **Total Covered Area**  |  **6967.58 Sq. Mtr.** / **74971.76 sq.ft. approx.** |

 Approximate area Excluding Roof top & canteen = 74971.76 sq.ft.

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**Specifications of the work Services to be provided under contract**

Following housekeeping works are to be carried out by the contractor at given locations. These are only indicative not exhaustive (complete):

|  |  |  |
| --- | --- | --- |
| **S.****NO** | **ITEMS OF WORKS** | **FREQUENCY** |
| 1 | Up keeps of officer Rooms & toilets, general toilets  | Twice a day and as and when required |
| 2. | Dusting of furniture fittings and all equipments & general floor cleaning | Once a day |
| 3. | Removal of garbage /packing materials from all the rooms, hall and pantries | Once a day |
| 4. | Cleaning and washing with detergent of toilets | Twice a day and As & when required |
| 5. | Cleaning of water coolers, Dustbin and buckets with detergent | Once a week  |
| 6. | Cleaning of Window, partitions | Once a week |
| 7. | Cleaning of the floors. | Once in a day & as and when required  |
| 8. | Dusting of vertical blinds | Once a week |
| 9. | a) Washing of towels (other than toilet)b) Washing of toilets towels | WeeklyDaily |
| 10. | Provision of cosmetics in officers toilets (freshener tissue paper, liquid soap, etc. | To be made available all time  |
| 11. | Cleaning of name plates and big sign board | Weekly basis |
| 12. | Cleaning of partitions and cabin walls | Weekly |
| 13 | Conference room floor cleaning through machine (on holidays) | Weekly |
| 14 | Polishing of the floors  | Once a week |
| 15 | Disposal of Garbage Bag outside building | Daily |

Note:

* 1. The maintenance work shall be of highest standard and the materials i.e. glass glazing Brasso, Odonil, Colonge (perfume), nepthleen balls, Nirma/Detergent, Phenyl, liquid soap, Duster, Brushes, Acid, Jharoo, bramble stick, road stick brush, deodorant Cubes, Pocha, Finit, Plastic buckets, Plastic drums etc. to be used for this job should be of good quality. The cost of Material to be used for above job shall be included in the contract and to be borne by contractor, MTNL will not reimburse the cost of these materials.
	2. Above works are shown for general guidance. Contractor will ensure for proper cleaning of the entire area under contract so that overall look of the office premises should be neat and tidy.
	3. Contractor will make arrangement to lift out the garbage daily to dump at nearest authorized dumping place; no garbage will be allowed to dump inside the MTNL premises.

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**4**. **Preparation of Bids:**

 Technical Bids and Financial bids shall be submitted in two separate folders.

**4A**. **Technical Bid**:

Following documents in one folder named as “Technical bid” shall be submitted in the format prescribed by MTNL. The supporting documents shall be suitably attached along with format, failing which the financial bid will not be considered: (each page should be marked with S.No./ Page No.):

1. Pay Order (DD) /cash receipt as a proof of payment of tender fee (Rs. 1180/-).
2. Pay Order (DD) /cash receipt as a proof of EMD of amounting to Rs. 18000/-.
3. Certificate of Registration of the firm with Labour Commissioner’s Office, and License from licensing officer for the previous contract (if any) under the Contract Labour (Regulation & Abolition) Act 1970.
4. ESI registration certificate.

1. EPF registration certificate.
2. Copy of Service Tax registration certificate.
3. Latest Income-Tax return.
4. Agency particulars (as per annexure –A of NIT).
5. Completed annexure-B along with copies of work award letters and Certificate regarding performance/ satisfactory completion of the same as asked under eligibility conditions.
6. Affidavit regarding declaration of close relatives (as per annexure-C).
7. Debar/ black listed declaration certificate (as per annexure- D).
8. Turn over proof as asked in eligibility conditions.
9. Bidder must read all the terms & conditions of the NIT carefully, and should sign each page of the bid as acknowledgement, and submit the same with technical bid.
10. Specimen signature and authorization to the person to sign the bid on behalf of the firm.

**4B. Financial Bid**:

1. Financial Bid (Rate Quotation) on annexure ‘E’ shall be submitted in separate envelop/folders marked as “financial bid”
2. The price bid (financial bid) would be opened only of those bidders who are qualified in respect of technical bids.
3. **Submission of bids:**
4. Financial bids and Technical bids shall be submitted **in two separate envelops/folders** before the date and time of submission of bids mentioned in NIT.
5. The bid security (EMD) and cost of tender (tender fee) in the form of DD/ receipt of cash deposited with AO (Cash) Corporate office shall be submitted before the scheduled date and time of submission of bids and to be dropped in box in person kept in the office of **DE (Admn),CO** at:

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**Room No. 5504,5thFloor, Mahanagar Doorsanchar Sadan**

**9, CGO Complex, Lodhi Road, New Delhi-110003**

No bid will be accepted after due date & time .Any bid received after the deadline will be declared late and rejected.

1. The bid shall contain no interlineations erasers or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.
2. This invitation for Bid is open to all eligible Indian Firms / Companies /Agencies.
3. The Bidder is expected to examine the tender document thoroughly and failure to furnish all the information required in 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.
4. The bidders will not be allowed at a later date to make any amendment in the tender document submitted by them.
5. No modification/amendment to the bid already submitted is permitted. However, in case the bidder wants to withdraw his bid before the deadline for submission of the bids, the notice for the same may be sent to the designated officer in the sealed envelope. No bid may be withdrawn in the interval between the deadline for submission of the bids and expiration of the period of bid validity.
6. Technical bids shall be opened by the officers designated by the Competent Authority of MTNL in the presence of the bidders or their authorized representatives.
7. Any clarification required by the bidder must be submitted in writing and no change in the price or substance of the bid shall be sought or permitted.
8. The bids will be examined for its correctness, documents enclosed etc. MTNL, may waive any minor formality or non-conformity of irregularity in a bid, which does not constitute a material deviation.
9. **Cost of bidding**:

The Bidders shall bear all costs associated with the preparation and delivery of its bid. MTNL shall in no case be responsible or liable for such costs.

1. **Bid Price:**
	* 1. Prices quoted by the bidder shall remain fixed and valid until completion of the contract performance and will not be subjected to variation on any account.
		2. The Bidders are required to quote their best price inclusive of all taxes, charges, payment of wages to workers, cost of materials to be used and expenditure to be incurred on lifting out the garbage from the MTNL premises. There will be no post tender price variation but MTNL reserve the right to negotiate with the bidders before award of the contract finally. Quotes which are not "all inclusive" will be disqualified.
		3. If there are differences between the rates quoted by the contractor in figures and in words, then the rates in words only will be considered.

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16. **Validity of bid offer**:

16.1 Tender offer (rates quoted) shall remain valid for acceptance for a period of 150 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by MTNL being non-responsive.

16.2 In exceptional circumstances MTNL may request the consent of the bidder for an extension to the bid validity which shall be in writing.

17.  **Earnest Money Deposit (EMD):**

* 1. All bidders must deposit Earnest Money as mentioned in NIT. No bid will be accepted without required EMD.
	2. MTNL shall not pay any interest on the Earnest Money deposited.
	3. EMD will be refunded to all the bidders in due course in accordance with the rules of MTNL.

18 **EMD will be forfeited:-**

1. If bidder withdraws its bid during the period of validity of the bid specified by the bidder in the Tender form or,
2. In the case of successful bidder, if the bidder –
3. Fails to sign the contract in accordance with the Tender/LOI

ii. Fails to furnish the performance guarantee (performance security money).

1. **Acceptance of tender offer.**
2. MTNL reserves the right to accept or reject the lowest bid and further to accept the whole or any part of the tender bid.
3. MTNL also reserves the right to annul (cancel) the tendering process and reject all bids without assigning any reason and without incurring any liability to bidders on the grounds for the rejections.
4. **Issue of Advance Work Order:**

20.1 Acceptance of the bid shall be communicated to the bidder/ bidders in writing.

20.2 The issue of advance work order (Letter of Intent "LOI") shall constitute the intention of MTNL to enter into contract with the bidder. The selected bidder/ bidders within two weeks from the date of issue of letter of Intent shall submit:

1. Letter of the acceptance of the offer.
2. Performance Guarantee of the value specified in letter of acceptance of the bid.

20.3 Failure of the successful bidder to comply with the requirements of 20.b above shall constitute sufficient ground for annulment of acceptance of the bid and forfeiture of the Earnest Money in which event MTNL may make the offer to any other bidder at its discretion or call for new bids.

 **21. PERFORMANCE SECURITY:**

MTNL shall notify the successful bidder in writing that his bid has been accepted. Within fourteen (14) 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 in the format given by MTNL for an amount equal to 5% of the total value of the contract.

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**21.1**

(a)If the bidder is exempted for making payment towards cost of application/EMD/PBG under MSME-NSIC Scheme, relevant document should be enclosed to claim the exemption at the time of submission of Technical Bid/ PBG. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.

(b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.

(c ) If a vendor registered with body specified by MSME-NSIC claiming concessional befits is awarded the work by MTNL and subsequently fails to obey any of the contractual obligations, bidder will be debarred from any further work/ contract by MTNL for one year from the date of issue of such order.

21.2 The proceeds of the performance security shall be payable to the MTNL as compensation for any loss resulting from the bidder’s failure to complete its obligations under the Agreement.

21.3 The performance Security shall also be liable to be en-cashed by MTNL in case of any breach of Agreement by the bidder.

21.4 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in ‘Section VII’ of this Bid Document.

21.5 The performance security Bond will be discharged by the Purchaser after completion of the supplier’s performance obligations including any warranty obligations under the Agreement.

22. **Signing of Contract Agreement:**

1. The notification of award shall not constitute the formation of contract until the agreement Performa, PBG Performa are signed.
2. The successful bidder shall present himself for signing the agreement on stamp paper within one week after submission of acceptance letter and performance guarantee. Terms & conditions of the agreement shall be same as in NIT.
3. Start of services shall be made by contractor in accordance with the schedule specified in work order which shall be issued by MTNL after signing the contract agreement.
4. EMD will be refunded after Performance Guarantee received and the agreement signed.

**23. Award of work:**

MTNL reserves the right to award the work to more than one bidder but preferably to one bidder. The financial bids will be evaluated mainly on the basis of the organization set up, experience, and turnover. L-1 will be decided on total value of rates quoted for the proposed work and the work will be awarded on the basis of the lowest rate quoted for total work.

**24. Summary rejection of Bids**

While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidders is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of bid:**

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i) Any bid, received late without conclusive proof that it was delivered before the specified closing time.

ii) Any bid, unless exempted specifically, not accompanied by required earnest money or received with shorter validity period and / or insufficient amount of EMD.

iii) Any conditional bid.

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

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

vi) Any bid having validity less than 150 days.

vii) Any bid not in accordance with the instructions mentioned in tender documents.

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**Section-III**

#### GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Up keep and Maintenance**:

The work will be executed in conformity of the specifications and conditions laid down in the contract. The contractor will have to take care of overall cleanliness in all the premises under contract and a particular care to be given for cleanliness in toilets.

1. **Day Diary:**

The contractor is required to maintain day to day diary of satisfactory performance of the work signed by the users and produce the same at the time of submission of bills.

1. **Materials:**

The materials like Nirma, Vim, phenyl, colin, finit, odonil, harpicetc used for up keeping work shall be of standard makes. A penalty clause shall be invoked if the material used is found to be inferior in quality or quantity. Sufficient quantity of all these materials should be kept in stock. The materials to be used are subjected to verification at any time without notice by the officer in-charge of the area or by his superior or by an authorized committee whose recommendations shall be final and to be accepted by the contractor for any action that it may deem fit.

1. **Deployment of man-power:**
	1. The Contractor will deploy reasonably sufficient number of manpower (full time/ part time) on each location to carry out the work smoothly and satisfactorily as per specifications mentioned in NIT.
	2. The contractor shall not appoint any close relative of the employee of MTNL having direct dealing with the agency.
	3. The staffs deployed by the contractor should be courteous, civil (social), and polite in behavior. The agency shall be responsible for the conduct and behavior of its employees.
2. **Uniform:**

The workers/persons deployed by the contractor for execution of work, will put on proper and distinctive uniform. The uniform will be provided by the contractor at his own cost. The contractor will ensure that his staffs on duty at all the times are in neat and clean uniform.

1. **Safety Regulation**:
	1. The Contractor shall provide all safety equipments to its employees so as to avoid any accident / injury while working in MTNL premises.
	2. MTNL shall not accept any liability for any financial or other consequences arising from the sickness, injury or death of the personnel of the contractor or any other person performing on behalf of the contractor under the present contract.

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* 1. The agency/ contractor shall be responsible for any damage to the fitting, fixture and equipments arising due to negligence on the part of the contractor or persons employed by the contractor.
1. **Payment of Wages by contractor:**

The persons engaged by the contractor in connection with performance of the contract shall be deemed to be its employees and he/she alone shall be responsible for payment to them of their salaries / wages and any other amount required to be paid to them as per the law and providing them such amenities and facilities as they may be entitled to under any law / or contract applicable to their employment. If any claim is lodged against MTNL, in respect of non-payment of wages or remuneration etc of any description due from the contractor of these employees or any failure on the part of the contractor in discharge of the payment to his employees, such amount will be recovered from the contractor.

1. **License:**

The contractor should have a valid license to run the services as required under law.

1. **Labor Regulation:**
2. The Contractor shall comply and abide all legal and statutory compliances under various Labor Laws applicable i.e., the provisions of Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Payment of Wages Act 1936, Contract Labor (Regulation & Abolition) Act 1970, etc. The Contractor shall be responsible for any claim filed by the workmen under the Workmen Compensation Act, 1923 and also responsible for any legal cases filed by his employees engaged for executing this contract during the contract period.
3. The contractor will be fully responsible to observe the laws as amended from time to time in respect of his employees. The contractor shall maintain and produce relevant records as per provisions of the above said Acts on demand from statutory authorities and any default on the part of the contractor in this regard will be deemed as violation of the contract. In such case MTNL may at its discretion cancel the contract without prejudice to any other action under the law and contract.
4. The contractor (housekeeping& allied services provider) cannot assign/transfer or sub-contract its interests/obligations under the contract.
5. If any of the information furnished by bidder is found to be incorrect, the contract is liable to be terminated without any notice and the EMD/ security deposited shall liable to be forfeited by MTNL.
6. **Validity of the contract:**

**The Contract shall be valid for a period of one year from the date of start of work**, **which may be extended further for a period of Twelve months on same rate, terms and conditions on mutual consent.** If the performance is found unsatisfactory, the contract shall be terminated after giving one month’s notice and performance security forfeited.

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1. **Termination of Contract for default (s)**

MTNL may, without prejudice to any other remedy for breach of contract, as mentioned below, by written notice of default sent to the contractor, terminate this contract in whole or in part:

 i) If the Contractor fails to start the work within the time period as specified in work order,

 ii) If the contractor fails to perform any other obligation (s) under the Contract; and

 iii) If the Contractor in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as the MTNL may authorize in writing) after receipt of the default notice from the MTNL.

1. **Performance Guarantee:**
2. The Performance Bank Guarantee/ performance security money submitted by the bidder shall remain with MTNL and will be discharged after successful completion of the contract on obtaining NOC/ clearance from the offices where work was carried out.
3. MTNL shall not be liable to pay any interest on security money deposited.
4. If successful bidder/bidders fail or neglect any of his obligations under the contract, MTNL shall forfeit either whole or part of performance guarantee furnished by the bidder as compensation for any loss resulting from such failure as specifically provided or otherwise that may be determined.
5. **Right to vary the quantity:**
	1. MTNL reserves the right to increase / decrease the quantity of work or delete any work mentioned herein. The contractor will not have any claim of any sort in case of decrease in quantity.
	2. MTNL will have the option to increase the job assignment ordered initially up to 25% and the contractor will be bound to carry out this additional work without any change in unit price or other terms and conditions. Assignment of additional work above 25% of initial work will be with the consent of contractor.

**16. Delay in contractor's performance:**

Commencement of services shall be made by the contractor in accordance with the time schedule specified in the work-order. In case the services are not started on the stipulated date as indicated in work-order, MTNL reserves the right to cancel the work-order and/ or recover liquidated damage charges. The cancellation of work order and award the same to other contractor shall be at the risk and cost of the defaulting contractor.

**17. Liquidated Damages:**

1. The date of commencement of services specified in the work order should be essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should however the services be started after the date specified, liquidated damages will be recovered as per clause 17 (b) given below.
2. If the contractor fail to start services as per schedule given by MTNL shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by MTNL in making alternative arrangement a penalty of Rs.500/- per day for the delayed period.

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**18. Penalty/Fine for unsatisfactory performance:**

The penalty of 5% of the monthly bill per day shall be legible if the services of the Contractors are not found to be satisfactory on any particular day. The Penalty indicated above will be deducted from the monthly bill of the following months.

**19. Payment terms:** The payment shall be made on monthly basis on submission of bills subject to the satisfactory services. For claiming the payment, following documents are to be submitted:

1. Bill in duplicate,
2. Certificate of satisfactory services from concerned buildings in-charge on actual measurement basis, EPF and ESI deposit receipt.
3. Payment will be made on passing and pre-checking of the bill according to departmental rules on submission of such bills.
4. Deductions on source shall be made as per applicable.

**20. GST Invoice:**

**20.1 Tax Invoice terms:**

1. All the details of supplier (name, address, GSTIN/ 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 L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply 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 the supplier, the same would be recovered by MTNL from the supplier along with 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 GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
6. MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
7. Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered
8. Premise, It shall be the responsibility of supplier to raise invoice within the prescribed timelines
9. In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate

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1. Invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.
2. In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor’s warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.

1. “It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL”

**20.2 GST compliances**

1. It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
2. Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
3. Uploading appropriate invoice details on the GSTN within the stipulated time;

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

(3) Supplier needs to pay the entire self-assessed tax on timely basis.

(4) Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by 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 w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit , interest paid and penalty levied,(if any) would be recovered from the supplier.

(5) In case of mismatch because of supplier’s fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.

(6) 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 w.r.t. 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.

(7) A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then following indemnity clause No. 25 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

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**21. Arbitration:**

**DISPUTE RESOLUTION ARBITRATION, APPLICABLE LAW AND JURISDICTION**

1. The parties shall Endeavour to resolve any dispute under the agreement through mutual discussions and negotiations.

1. However if after (30) days from the commencement of such negotiations, the efforts to resolve all or any of the disputes through negotiations fails, then, such disputes or differences, whatsoever arising between the parties in respect of this Agreement shall be referred to Arbitration, unless the matter is time barred as per the Limitation Act, in accordance with the following provisions;
2. Matters to be arbitrated upon shall be referred to the sole Arbitrator where the total value of claims does not exceed Rs. 20 Crore. Beyond the claim limit of Rs. 20 Crore, there shall be the three Arbitrators.
3. For this purpose the purchaser shall publish a panel f 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.
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 one of the said Arbitrators from the said list within 15 days of receipt of such request.
5. For the disputes to be decided by a Panel of three Arbitrators, the party invoking the Arbitration Clause shall submit a one name from the aforesaid panel, as its Nominee, along with the letter invoking the Arbitration. The other party shall convey the name of its nominee from the aforesaid Panel to the party invoking the Arbitration, within 15 days of receipt of such request. Both the Nominated Arbitrators shall Nominate a third Arbitrator from the aforesaid Panel. Who shall Act as Presiding Arbitrator.
6. The Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules made there under shall be applicable. The Arbitrator proceedings shall be held in Delhi/Mumbai only.
7. In the event of such an Arbitrator, to whom the matter is originally referred, being vacating his office or rejecting 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.
8. The Arbitrator proceedings shall be in English language.
9. The law of land as promulgated/amended or replaced from time to time shall govern this Agreement. The agreement shall be subject to exclusive jurisdiction of courts at New Delhi/Mumbai.
10. No person other than the Empanelled Arbitrators of MTNL shall be appointed as an Arbitrator to adjudicate the dispute.

3. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPESs/Port Trust Inter se and also between CPSEs and Government Departments/

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 Organizations (Excluding disputes concerning railway, Income Tax, Costumes & Excise Department), such disputes or difference shall be taken up by either party for

 resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

**22.** **Subject Laws & Jurisdiction:**

The Contract shall be governed by Indian Laws and the Court at Delhi only will have Jurisdiction to entertain any dispute or claim arising on the contract.

**23. Time Bar Clause**:

If contractor 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 shall be deemed to be settled and considered absolutely Time Barred.

**24. Set Off :**

A sum of money due and payable to the contractor (including Security Deposit Refundable to him) under his contract may be appropriated by MTNL or the Government or any other person or persons contracting through the MTNL and set off the same against any claim of the MTNL arising under any other contract made by the contractor with MTNL or the Government or such other Person contracting through the MTNL.

**25. Notices:**

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

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**Section IV**

**Special instructions to Bidders for e-Tendering**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, MTNL has decided to use the portal **https://www.eprocure.gov.in/eprocure/app.**through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

 Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology**:

Sealed Bid System

* Two Stage Two Envelope

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
	* Query to *MTNL* (Optional)
	* View response to queries posted by *MTNL*
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS

 – Opening of relevant Bid-Part

1. Post-TOE Clarification on ETS (Optional)

 – Respond to *MTNL* Post-TOE queries

1. Attend Public Online Tender Opening Event (TOE) on ETS
	* Opening of relevant part (i.e. Financial-Part)

 (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC).

also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a

Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**Registration**

To use the Electronic Tender® portal [**https://www.**](https://www.)**eprocure.gov.in/eprocure/app.**, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

|  |
| --- |
| *MTNL* Contact |
| *MTNL* Contact Person | *Sh. Vinod Kumar* |
| Telephone/ Mobile | *Telephone/ Mobile 011-24324060/9013137476**[between 10:00 hrs to 16:30 hrs on working days]]* |

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

* Submission of Bid-Parts/ Envelopes
* Technical-Part
* Financial-Part

**Offline Submissions**:

*The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.*

*Contact Person Name Shri Vinod Kumar, SDE (Admn.)*

*Address Mahanagar Doorsanchar Sadan*

 *Room No. 5502, 5th floor, CGO Complex Lodhi Road New Delhi-110003*

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

1. *DD/ Bankers cheque against payment of tender fee/ Cost of Tender Documents/EMD*
2. *‘ETS Bidding Fee’ for use of ETS is required to be paid online.*
3. *Note: Failure to pay this amount will result in rejection of the bid.*

*Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.*

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted

by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening

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Officers, as well as, authorized representatives of bidders can simultaneously attend the

Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to UTITSL office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**Other Instructions**

For further instructions, the vendor should visit the home-page of the portal **https://www.eprocure.gov.in/eprocure/app.**, and go to the **User-Guidance Center**

 **SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

* + - 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
			2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
			3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
			4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC)

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has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be

 procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

* + - 1. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

**NOTE:**

***While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.***

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 **CHECK LIST**

(For Submission of Techno-commercial Bid)

To

DE(Admn), MTNL CO,

9, CGO Complex, Lodhi Road, New Delhi-03

Sir,

With reference to tender enquiry No. MTNL/CO/Admn/House-keeping/Tender/2018-19, I/we submit the techno-commercial bid having following documents containing total \_\_\_\_\_\_ pages each page marked with S.No./ page No. as 1,2,3,…. :

|  |  |  |
| --- | --- | --- |
| **S.****No.** | **Required documents to be enclosed** | **To be filled by the bidder** |
| 1 | Payment detail of the cost of tender form (Rs.-----/-)(DD or cash receipt No. to be mentioned) |  |
| 2 | EMD details (Rs. 29000/-)(DD or cash receipt No to be mentioned) |  |
| 3 | Registration certificate with Labour Commissioner's office  | Enclosed at S.No. ….. |
| 4 | ESI Registration certificate | Enclosed at S.No |
| 5 | EPF Registration certificate | Enclosed at S.No. |
| 6 | GST Tax Registration certificate | Enclosed at S.No. |
| 7 | Copy of Last Income-Tax return | Enclosed at S.No. |
| 8 | Bid form (at page-16 of NIT) signed by bidder | Enclosed at S.No. |
| 9 | Structural and cadre wise organizational set up as per annexure-A of NIT | Enclosed at S.No. |
| 10 | Experience details as per annexure-B of NIT | Enclosed at S.No. |
| 11 | Close relatives declaration as per Annexure-C | Enclosed at S.No. |
| 12 | Declaration regarding black listing of the firm as per Annexure- D of NIT | Enclosed at S.No. |
| 13 | Turn over proof as per eligibility condition | Enclosed at S.No. |
| 14 | Terms & conditions each page signed by bidder | Enclosed at S.No. |
| 15 | Authorization letter to person for signing the contract | Enclosed at S.No. |

##### Bidder's Signature

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##### **BID FORM**

To,

DE (Admn), MTNL CO,

Mahanagar Doorsanchar Sadan,

9, CGO Complex, Lodhi Road, New Delhi - 03.

Sir,

Having examined the tender documents MTNL/CO/Admn/House-keeping/ Tender/

2019-20 for appointment of an agency/ contractor for housekeeping & Allies Services in MTNL Corporate office, New Delhi, the receipt of which is hereby duly acknowledged. We, the undersigned offer to provide to MTNL, housekeeping and its related services as detailed in the Annexure attached here to and made part of this tender documents, we are submitting herewith details, as designed in Annexure-A to D of his tender form.

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

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

The tender offer (rates quoted) shall remain valid for acceptance for a period of six months after the date of opening of tender prescribed by the MTNL.

We agree to abide by this tender for a period of One year extendable further for a period of one year or any other period as mutually agreed on the same rate, terms and conditions.

Until a formal contract is prepared and executed, this tender together with our 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 bid or any tender that you may receive.

Date this ……………..day of ………………..2019

(Signature)

(In the capacity of)

Duly authorized to sign tender for and on behalf of

……………………………………………………

(Signature of Witness)

Witness …………………………

Address ………………………..

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**Technical Bid**

**ANNEXURE -A**

#### Structure and organizational set up

|  |  |  |
| --- | --- | --- |
| 1 | Name & full address of the firm/ company with registration particulars |  |
| 2 | Status of Organization (Individual, partnership firm, Pvt. Limited Co., Limited Co. etc. | Individual □, Partnership firm □,Pvt. Ltd Co. □, Limited Co. □  |
| 3 | Date of in – corporation |  |
| 4 | Name, qualification and Bio – data of proprietor / partner / executives |  |
| 5 | Contact Numbers a) Tel. No./ Mob. b) FAX No. c) E-mail address |  |
| 6 | Registration No. with labor commissioner’s office |  |
| 7 | EPF registration No. |  |
| 8 | ESI registration No. |  |
| 9 | GST Tax registration No. |  |
| 10 | PAN Number |  |
| 11 | No. of years since in the Business/ Experience |  |
| 12 | Please mention DVN No. *OR* Provide bank particulars for ECS: * Bank account No. of the firm
* Bank's name &

 address* Bank's 9 digit code (MICR)
* IFSC code of bank.
 |  |
| 13 |  |  |

Date : ………………… Authorized signatory

 **(with official seal)**

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###### **Technical Bid ANNEXURE – B**

**TECHNICAL LIABILITY / PERFORMANCE RECORD**

|  |  |
| --- | --- |
| 1. | Turnover for the year (1) 2016-17 is Rs. ....................................... or (2) 2017-18 is Rs. ....................................... |
| 2. | Details of experience of similar type of work completed during preceding 3 years : (Attested copies of work orders & satisfactory performance certificate of the same /experience certificates to be enclosed )

|  |  |
| --- | --- |
| Name of organization where work was done | Value of work done |
|  | Rs. |
|  | Rs. |
|  | Rs. |
|  | Rs. |
|  | Rs. |
|  | Rs. |
| Total value of work done | Rs. |

 |

Status of current contracts in progress:

|  |  |  |  |
| --- | --- | --- | --- |
| 3. | Name of clients | Type of services being provided | Value of work (amount per month) |
| a)b) |  |  |  |

Date :……………… Authorized signatory

 (with official seal**)**

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**Technical Bid**  **ANNEXURE – C**

***DECLARATION***

(On Rs. 10/- Non Judicial stamp paper duly attested by Notary)

Out of (a) & (b) below score whichever is not applicable.

 a) I/we hereby declare that none of my/own close relatives am/are

 Employed in MTNL

Or

b) I/we do hereby declare that my/our close relatives is /are employed in

 MTNL 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 tender me/us liable to remove from the approved list of contractors and further debar me/us from future contract (s) and also forfeit of security deposit etc.

 Signature of the Bidder/Contractor

Station:

Date:

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 ANNEXURE – D

DECLARATION

(On Rs. 10/- 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 has never ever been debarred and/or blacklisted 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 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/Partner/Director

 Station:

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

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ANNEXURE -E

Tenderer's quotation (financial bid)

To

DE (Admn), MTNL CO,

9, CGO Complex, Lodhi Road, New Delhi- 03.

Sir,

 I/We have thoroughly examined and understood the terms and conditions of contract given in the invitation to tender No. MTNL/CO/Admn/House-keeping/Tender/2018-19, and those contents of contract, annexure and agree to abide by them.

I/we quote the rates for execution of housekeeping services at different locations as shown in NIT under scope of work.

|  |  |  |
| --- | --- | --- |
| **S.****NO** | **Job to be done**  | **Frequency of the job** |
| 1 | Up keeps of officer Rooms & toilets, general toilets  | Twice a day and as and when required |
| 2. | Dusting of furniture fittings and all equipments& general floor cleaning | Once a day |
| 3. | Removal of garbage /packing materials from all the rooms, hall and pantries | Once a day |
| 4. | Cleaning and washing with detergent of toilets | Twice a day and As & when required |
| 5. | Cleaning of water coolers, Dustbin and buckets with detergent | Once a week  |
| 6. | Cleaning of Window, partitions | Once a week |
| 7. | Cleaning of the floors. | Once in a day & as and when required  |
| 8. | Dusting of vertical blinds | Once a week |
| 9. | a) Washing of towels (other than toilet)b) Washing of toilets towels | WeeklyDaily |
| 10. | Provision of cosmetics in officers toilets (freshener tissue paper, liquid soap, etc. | To be made available all time  |
| 11. | Cleaning of name plates and big sign board | Weekly basis |
| 12. | Cleaning of partitions and cabin walls | Weekly |
| 13 | Conference room floor cleaning through machine (on holidays) | Weekly |
| 14 | Polishing of the floors  | Once a week |
| 15 | Disposal of Garbage Bag outside building | Daily |

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Rates quoted including all taxes, charges, cost of materials, wages, Cleaning & lift out of garbage, wastage, packing material etc. for proposed job:

|  |  |  |
| --- | --- | --- |
| Total Area under Contract (A) | Rate quoted per sq.ft. per month (with material)incl.all charges for all locations (B) | Total amount per month(A x B)  |
| 2.1/2 flr – 176.06 sq. mtr.4th flr - 2727.36 sq. mtr.5th flr - 2987.71 sq.mtr.6th flr - 1076.45 sq. mtr. | (In figures & in Words)\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_  per sq.ft. per month | Rs. ………………… + Rs. ………………….Total |

 Seal & Sig. of Authorized signatory

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**ANNEXURE F**

####  PERFORMANCE SECURITY GUARANTEE Bond

In consideration of the CMD, MTNL (hereinafter called ‘MTNL’) having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘the said contractor(s)’) from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_ for the supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the said agreement ”), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_we, (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter refer to as “the bank”) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the MTNL an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by MTNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MTNL by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of MTNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. We undertake to pay to the MTNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We( name of the bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_rather agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MTNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(office/Department) MTNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree with the MTNL that the MTNL shall have the fullest liberty without our consent and without affecting in any

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manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MTNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the MTNL or any indulgence by the MTNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MTNL in writing.

 Dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_

for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Indicate the name of bank)

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**Annexure-G**

**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

**PREPRATION OF BIDS**

 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or ‘’Other Important Documents’’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

**SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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