

**MAHANAGAR TELEPHONE NIGAM LIMITED
OFFICE OF THE GENERAL MANAGER (NORTH)
SANCHAR PARISAR SECTOR-3, ROHINI. NEW DELHI-110085**

TENDER

FOR

HOUSE KEEPING (Facility management work)

No. GM (N)/ Mgr (Engg.)/ House Keeping & facility management work/ Open Tender/ 2018-19

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

Signature of Bidder
(With Stamp)

MAHANAGAR TELEPHONE NIGAM LIMITED
O/O THE GENERAL MANAGER (NORTH),
SANCHAR PARISAR SECTOR-3, ROHINI.
NEW DELHI-110085

No. GM(N)/MGR (ENGG.)/House Keeping & facility work/Open Tender/2018-19
Dated. 26/04/2018.

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

Sr. No.	Title	SECTION	ANNEXURE	PAGE NO.
1	NOTICE INVITING TENDER (NIT)	----	---	3-4
2	INSTRUCTION TO BIDDERS	I	---	5-11
3	GENERAL CONDITIONS	II	--	12-17
4	ANNEXURE- "A", Area premises with location details	----	A	18-19
5	SPECIFICATION FOR VARIOUS JOB	----	B(1)	20-24
6	Material Supplements list		B(2)	25
7	Financial Bid	----	C	26
8	Penalty for un-satisfactory work	-----	D	27
9	DECLARATION (regarding close relatives)	-----	E	28
10	DECLARATION (regarding debarment of the firm)	----	F	29
11	Agency details	-----	G	30
12	List of major clients	-----	H	31
13	Specimen of agreement bond	----	I	32-33
14	Performance security guarantee bond	---	J	34-35
15	Letter for authorization for attending Pre bid meeting	----	K	36
16	Undertaking	----	L	37

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

<https://www.tcil-india-electronictender.com>

Encl : Tender documents (Page-1 to Page- 37 including cover page)

Signature of Bidder
(With Stamp)

AGM (A) NORTH

(2)

**MAHAN GAR TELEPHONE NIGAM LIMITED
O/O THE GENERAL MANAGER (NORTH),
SANCHAR PARISAR SECTOR-3,ROHINI. NEW DELHI-110085.**

NOTICE INVITING TENDER

On behalf of MTNL, New Delhi online bids are invited for the following work:

Name of work:- Online bids in two parts (Techno-Commercial & Financial Bid) is invited for House Keeping & facility management work) of various Rooms and Office premises under GM(NORTH), MTNL.

- 1 Tender *No* & Date No.GM(NORTH)/AGM(A)N/House Keeping & facility management /Open Tender/2018-19 ,Dated 26/04/2018
- 2 Estimated value of tender : Rs. 26,00000/- (approx)
- 3 Price of bid document : Rs. 500 + GST @ applicable Rs 590/- by DD/ Pay order in favour of
(Non - refundable) **“MTNL A/C NO 1392 ”**
Payable at Delhi
4. Document Download Start Date & Time : / /2018 from 12:00 Hrs onwards
5. Document Download End Date & Time : / /2018 up to 10:00 hrs
6. Earnest Money & Tender Fee deposit : / /2018 up to 12:00 Hrs Date and Time
7. Last date & time of receipt/submission of tender : / /2018 up to 12:00Hrs
8. Pre bid meeting : / /2018 at 15.00 Hrs
9. Date & Time of Opening of Technical Bid : / /2018 at 12.30 Hrs
10. Validity of tender offer : 180 days from the date of opening Of the Technical Bid.(the dept. reserves the right to extend the validity period if so required.
11. Date & Time for opening of Financial Bid : Technically qualified bidders Will be Intimated accordingly
12. Earnest Money Payable (EMD) : Rs.52000/- by DD/
Pay order in favour of **“MTNL A/C NO 1392 ”**
Payable at Delhi .
13. Description of Item : Facility Management / House Keeping
work for various offices and premises under GM (N) area as per Annexure –A of tender documents.

14. Type of Tender : Two Bids tender i.e. Technical Bid & Financial Bid.
15. Place of opening the tender : O/O GM (NORTH) SEC.3, ROHINI,ND. 85.

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

The Technical Bid should contain documents as per clause No10 (i) to 10 (xv) of Section-1.

Tenders shall be submitted through e-tendering system (online) on website

<https://www.tcil-india-electronictender.com> as per TCIL terms and conditions , with all required documents on or before date and time of submission, however to avoid any technical reasons and submission of Tender Fee along with EMD all the documents should be submitted in hard copies also.

The bid document should contain 3 envelopes in the **main** envelope with following heading on the envelopes along with relevant documents:

envelope 1 – Tender fee and EMD,

envelope 2- Technical bid,

envelope 3 – Financial Bid.

No tender shall be entertained without physical copies.

Interested bidders having work experience of doing the similar type of work for last three financial years (2015-2016, 2016-17 & 2017-18) in MTNL/BSNL/DOT/PSU/Govt. and other reputed private organizations are requested to participate in the tender process on online basis.

Technical bids will be opened Online on the due date and time as mentioned in NIT against “Date &Time of Online Bid Opening”. At the first instance the technical bid shall be evaluated by the tender evaluation committee (TEC) constituted for the purpose by the department. At the second stage the financial bid of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimated later on. The tender shall be evaluated on online basis.

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

**AGM (A) NORTH
MTNL, SANCAR PARISAR
SECTOR.3, ROHINI, NEW DELHI-110085**

Signature of Bidder
(With Stamp)

(4)

SECTION-I
INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. AGM (A) NORTH is under GM (NORTH) of Mahanagar Telephone Nigam Limited which is a Govt. of India Enterprise. The company has its registered office at Door Sanchar Sadan, CGO Complex, Lodhi Road, New Delhi. General Manager (North) has its office at Sanchar Parisar, Sector-III, Rohini, Delhi -110085.
2. Description of the work: House Keeping & facility Management for various office accommodations in GM (NORTH) area. The details are as per Annexure 'A' of the tender document.
3. ESSENTIAL ELIGIBILITY REQUIREMENT FOR THE BIDDER:

3.1 Work Experience: The bidder should have the experience certificate of similar type of work during the last three financial years (2014-15,2015-16 and 2016-17) in MTNL/BSNL/DOT/PSU/Govt. and other reputed Govt. private organizations. The experience certificate should be signed by an officer not below the rank of SDE/Manager in Govt. Department / PSU and reputed Private organization. The average turnover of the bidder must be at least Rs.7,80,000/- (Thirty percent of Tender value).

3.2 The agency, its proprietor, partner or director should not have any nearest relative working in MTNL/ DOT who may in any way be connected with award and/or evaluation of tender work. A declaration to this effect in the prescribed form should be accompanied with the bid. (As per Annexure-E).

3.3. STATUTORY RESPONSIBILITIES OF BIDDERS

The successful bidders should have a valid license to be obtained from licensing authority under the contract labour (Regulation & abolition act. 1970).

All the manpower to be engaged for the job should be covered under ESI & EPF Act. A certificate should be furnished that all the employees are covered under ESI & EPF. A valid EF / ESI no's of the employee will be submitted.

The successful bidder should ensure that the employees deployed by him are being paid minimum wages as per prevailing Govt. minimum wage act.

- (i) To comply with all statutory regulation of the state and Central Govt. as applicable.
- (ii) To ensure regular monthly deposits to EPF/ESI contribution of their employees.
- (iii) To pay minimum monthly wages to his employees as per minimum wages act.
- (iv) To abide the provision of the Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time including the Labour License issued from office of the Labour Commissioner, Delhi.
- (v) The contractor shall only be responsible for any claim filed by their workmen under the workmen compensation Act and also responsible for any legal cases filed by his employees engaged for executing during the contract period.

4. MARKING OF BIDS

4.1 The bidder should submit the technical and financial bids (ON-LINE)(separately) in the formats prescribed in the tender.

4.2 The supporting documents shall be suitably mapped along with the format in the bid in respective sections.

4.3 Tender Opening: Tender will be opened on line on the schedule date and time of opening of the bids. The tender shall be evaluated on online basis.

4.4 The Technical Bids shall be opened first on schedule date and time. Financial Bids of only those bidders shall be opened whose technical bid are after evaluation found to be techno-commercially responsive.

4.5 The MTNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause No.19 in which case all rights and obligations of the bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.6 The system will not accept any bid after the schedule date and time of Submission of the bids.

5. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature with date and MUST SPECIFY whether he is signing as:-

(i) A sole proprietor of the firm or constituted attorney of the sole proprietor.

(ii) A partner of the firm, in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of partnership agreement or power of Attorney.

(iii) Constituted attorney of the firm, if it is a company.

5.1 In case of (ii) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the general Power of attorney should be furnished.

5.2 In case of partnership firms, where an authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner of the firm.

5.3. Pre Bid Meeting

The meeting will be conducted as per scheduled time of tender :

a) At conference room, 1st floor , sector 3, Sanchar parisar, Rohini, Delhi -85.

b) Only authorized person or representative of the vendor with the authorization letter on letter head will be allowed to attend the Pre bid meeting.

5.4 If in case any gazettes holiday is declared on the pre bid meeting date- the same shall be postponed to next working day.

5.5 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign, such documents and if on enquiry it appears that the person has no authority to do so, MTNL may without prejudice to other civil and criminal remedies cancel the Contract or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the MTNL for all costs and damages arising from the cancellation of the contract subject to minimum sum of Rs. 5,000/- as the liquidated damages in such event.

5.6 A signed declaration should be furnished by the bidder (authorized signatory) on the letter pad of the agency that he/they agreed with all the terms and conditions contained in the tender documents as per annexure L

5.7 If case of query, that may be obtained through the site, or during the pre bid meeting if any. Bidder should take into the account of the corrigendum published from time to time before submitting the online bids

6. DEPOSIT OF EARNEST MONEY & TENDER DOCUMENT FEE to be deposited with AO (Cash) .

6.1 Tender documents can be purchased from the office of AGM (A) NORTH, MTNL, SANCHAR PARISAR, SECTOR-3, ROHINI, NEW DELHI-110085 against a type written application on the printed letter head of the bidder along with Demand Draft/Pay Order of Rs.590/ in favour of " MTNL A/C NO 1392" Delhi up to the 15:00 hrs before the last date of submission of the online tender. A set of Tender Documents will be issued under receipt to the bidder/person depositing the draft money as above. In case of tender documents has been downloaded from the website, Demand Draft/Pay Order of Rs 590/ in favour of "MTNL A/C NO 1392" , Delhi along with a type written application on the printed letter head of the bidder should also be deposited in the office of G.M (N), MTNL, SANCHAR PARISAR, SECTOR-3, ROHINI, NEW DELHI-110085 along with the bid.

All the bidders must deposit Earnest Money (i.e. EMD in the shape DD/Pay Order in favour of "MTNL A/C NO 1392") payable at Delhi of Rs.52,000/- in the office of AGM (A) NORTH, MTNL, SANCHAR PARISAR SEC.3 ROHINI DELHI.110085.

6.2 No adjustment of any amount payable to bidder or Earnest Money paid in respect of any other bid shall be accepted in lieu of payment of Earnest Money for this bid.

6.3 MTNL shall not be liable to pay any interest on the Earnest Money deposited.

6.4 The Earnest Money will be refunded to the un-successful bidders in due course in accordance with the rules of MTNL.

7. PRICES

7.1 The rates (i.e. rates in Rs./Sq.feet/month) for House Keeping & facility management work should be quoted by the bidder exclusive of all taxes & including all type related material to be used in various buildings as per the Annexure- A under GM (North) area.

7.2 Rates in Rs /Sq.feet/month inclusive of all Taxes and cost of material etc. should be quoted by the bidder for:

(1) House Keeping & facility work for covered area including Toilets

(2) House Keeping & facility work for open area. Nothing will be paid extra by MTNL

7.3 Rates must be quoted in specified format of the financial bid of this tender document including Govt. taxes / levy as applicable and material as per annexure 'C'.

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

8. PERIOD OF VALIDITY

8.1 Bidders should note that their offer shall remain valid for acceptance for a minimum period of 180 days from the actual opening date of the bid including any extension thereof. The bid security shall be forfeited if a bidder withdraws his bid during the aforesaid period of bid validity.

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

9. The bidder shall furnish documentary evidence that he has the Techno-commercial/ Financial capability to perform the contract.

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

- (i) Proof of Earnest Money deposit and tender fee in a separate envelope with heading on cover.
- (ii) Work Experience certificate (s) for the last three financial years (2014-15,2015-16 and 2016-17) as per the eligibility clause No. 3.1
- (iii) Registration certificate of GST.
- (iv) Signed Declaration regarding Debarment /black listed as per Annexure 'F'.
- (v) Signed Declaration of relatives employed in MTNL/BSNL/DOT as per Annexure-E.
- (vi) Registration certificate of ESI, EPF (showing PF code No/ESI Code.)
- (vii) Attested copy of partnership deed/article of Association/Memorandum of association and certificate of incorporation in case of non proprietary firm.
- (viii) Specimen signature and authorization to the person empowered by the firm to sign the bid.
- (ix) Agency detail (Annexure-G)
- (x) Bank solvency Certificate not less than Rs. 8 Lakh.
- (xi) Copy of income tax return for the last three financial years shall be enclosed (years 2015-16, 2016-17 and 2017-18). If the income tax return of financial year 2017-18 is not filed by the bidder, the computation of income tax with balance sheet, profit & loss account may be taken.
- (xii) Proof of tender documents fees.
- (xiii) A signed declaration should be furnished by the bidder (authorized signatory) of the agency that he/they agreed with all the terms and conditions contained in the tender document.(Annex:L)
- (xiv) Copy of the PAN No and copy of the cancelled cheque having latest account number of the bidder to create the DVN No of the bidder in the system of MTNL.

The documents sought vide 10 (i) – 10 (xiv) are to be furnished in order to comply the eligibility and non-compliance of them will result in rejection of bid. Even opening of the financial bid also does not confer any special right on the bidder to claim for award of contract or work order.

10.1 Original documents are required to be verified and may be called for verification (if reqd.)

10.2 The Financial bid is to be submitted as per financial bid format.

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

10.4 MTNL shall not accept any DEVIATIONS in respect of any COMMERCIAL CONDITIONS as laid down in their documents.

11. PERIOD OF EXECUTION

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

12. MTNL RESERVE THE RIGHT TO ACCEPT OR REJECT

12.1 MTNL does not bind itself to accept the lowest offer or any bid. MTNL also reserves the right to accept or reject any bid/ bidding process and reject all bids without assigning any reason and incurring any liability to bidders on the grounds for the rejections.

12.2 Bidder submitting a tender would be presumed to have considered all the terms and conditions. No inquiry, verbal or written shall be entertained in respect of acceptance/rejection of his bid.

12.3 Any act or part of the bidder to influence anybody in the department is liable to rejection of his/her bid.

13. RIGHT TO VARY THE QUANTITY

13.1 MTNL will have the right to increase or decrease the job assignment ordered initially up to 25% at the time of issue of award letter without any change in unit price or other terms and conditions. Items mentioned in Annexure-A are approximate and can be altered as per requirement of MTNL.

13.2 MTNL will have the right to reduce or increase the area without any reasons. No compensation will be given to the contractor.

13.3 Any other premises which falls under jurisdiction of GM North which is not mentioned in "Annexure A" can also be assigned for House keeping. and sweeping job, if required on the same terms and conditions and on the same approved rate on need basis

14. EVALUATION OF SUBSTANTIVELY RESPONSIVE BIDS

14.1 The bids will be evaluated with respect to their substantive responsiveness.

14.2 L1 will be decided on the basis of grand total amount derived on the basis of rates quoted by the bidder for per sq.ft./per month (includes both covered and open area) for House Keeping & facility management work in GM (North) area.

14.3 A bid declared techno-commercially non-responsive will be rejected and will not be made responsive by the correction of non-conformity. MTNL may waive any minor infirmity or unconformity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.

14.4 The distribution of tender quantity amongst the technically and commercially complied bidders shall be decided by MTNL on merits.

14.5 No post bid clarifications at the initiation of the bidders shall be entertained.

15. SUMMARY REJECTION OF BIDS.

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

- (i) Any effort by the bidder to influence the MTNL in bids evaluation, bids comparison or contract award decision may result in rejection of the bid.

- (ii) Without Proof of Earnest Money deposit and Tender Fee.
- (iii) Without Work Experience certificate (s) for the last three financial years (2014-15,2015-16 and 2016-17 as per the eligibility clause No. 3.1
- (iv) Without Registration certificate of GST.
- (v) Without Signed Declaration regarding Debarment /black listed as per Annexure 'F'.
- (vi) Without Signed Declaration of relatives employed in MTNL/BSNL/DOT as per Annexure E.
- (vii) Without Registration certificate of ESI, EPF (showing PF code No / ESI Code
- (viii) Without Attested copy of partnership deed/article of Association/Memorandum of association and certificate of incorporation in case of non proprietary firm.
- (ix) Without Specimen signature and authorization to the person empowered by the firm to sign the bid.
- (x) Without Agency detail (Annexure-G)
- (xi) Without Bank solvency Certificate
- (xii) Without Copy of income tax return for the last three financial years shall be enclosed (years 2014-15,2015-16 and 2016-17). If the income tax return of financial year 2016-17 is not filed by the bidder, the computation of income tax with balance sheet, profit & loss account may be taken.
- (xiii) Without Proof towards tender documents fees deposited.
- (xiv) Declaration should be furnished by the bidder (authorized signatory) that he/they agreed with all the terms and conditions contained in the tender documents as per Annexue : L
- (xv) Without Copy of the PAN No and copy of the cancelled cheque having latest account number of the bidder to create the DVN No of the bidder in the system of MTNL
- (xvi) Any conditional bid.

16. ACCEPTANCE OF THE BID

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

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

i. Letter of the acceptance of the offer.

ii. The selected bidder(s) shall produce 5% of contract value as Performance Bank

Guarantee (PBG) from schedule Bank for the period of two years. No interest will be paid on the Performance Guarantee.

16.3 The firm award letter and contract shall be issued or signed only after the receipt of documents listed in the 16.2 above.

16.4 Failure of the successful bidder to comply with the requirements of 16.2 and 16.3 above shall constitute sufficient ground for annulment of acceptance of the bid and forfeiture of the Earnest Money.

17. VALIDITY OF CONTRACT.

The successful bidder will enter into in an agreement with AGM (A) North, MTNL, Sanchar Parisar , Sec.3 ,Rohini, New Delhi-85 on the approved rates, terms and conditions for a period of one year from the date of entering into the said contract. The contract is initially for one year and can be further extended for another one year on the same rate, terms & conditions with the mutual consent.

18. CLARIFICATION OF BID DOCUMENTS.

18.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify to the AGM (A) North, MTNL. Before the Pre-bid meeting the query (without identifying the source) and clarifications by the MTNL will be published on website for all prospective bidders.

18.2 Any clarification issued by MTNL in response to query raised by prospective bidders shall form an integral part of bid and it shall amount to an amendment of relevant clauses of the bid documents.

18.3 The bidders are required to keep a watch on the Website w.r.t. any amendment to the tender document till a day prior to the submission of the tender. MTNL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments. Further bidder will be fully responsible for downloading of the tender document and amendments for their completeness.

19 AMENDMENT OF BID DOCUMENTS

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

19.2 The amendments shall be displayed on website and these amendments will be binding on all bidders.

19.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the MTNL may, at its discretion, extend the deadline for the submission of bids suitably.

20. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

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

21. OPENING OF BIDS BY MTNL

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

SECTION-II

PART-A

GENERAL CONDITIONS

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

FORFEITURE OF EARNEST MONEY

- 1.1 If the bidder fails to act on the offer of MTNL by the specified date, the earnest money will be liable to be forfeited.
- 1.2 Earnest money is also liable to be forfeited; in case the bidder withdraws the offer after opening of the bid and before the expiry of the validity period.

2. PERFORMANCE BANK SECURITY (PBG).

- 2.1 The successful bidder will be required to deposit an amount equal to 5% of the actual contract value within two weeks of the issue of letter of intent as Performance Bank Guarantee (PBG).
- 2.2 The performance guarantee on stamp paper of Rs. 100/- shall and/or the requisite value of stamp paper as per law be submitted in the form of Bank Guarantee issued by a scheduled bank and in the form provided in Annexure –J of this bid document.
- 2.3 The performance guarantee shall remain with MTNL and will be discharged after Completion of the contractual performance obligations including any warranty obligations under the contract.
- 2.4 If the successful bidder/bidders fails or neglects any of his obligations under the contract, MTNL, New Delhi shall forfeit either whole or any part of Performance Guarantee furnished by the bidder as aforesaid as compensation for any loss resulting from such failure as specifically provided or otherwise that may be determined.

3. EXECUTION TIME LIMIT

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

4 FORCE MAJEURE CLAUSE

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

New Delhi shall be final. If the performance in whole or part or any obligation under the contract is preventive and delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

5.ARBITRATION

5.1 In the event of any question or dispute(s) arising under these conditions or any special condition of contract or in connection with this contract except as to any matter (the decision of which specifically provided for by these special conditions) the same shall be referred to the sole arbitration of the Executive Director, MTNL, New Delhi or his nominee appointed by him.

5.2 There will be no objection that the arbitrator is a Government servant/MTNL officer on that he had dealt with the matter to which the contract related or that in course of his duties as Government/MTNL servant he has expressed views on all or any of the matter in dispute.

5.3 The award of the arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that: If the arbitrator be the General Manager- North, MTNL, New Delhi in the event of his being transferred or vacating his office by resignation or otherwise it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as an arbitrator or in the event of his becoming unable to act for any reason it shall be lawful for the General Manager- North, MTNL, New Delhi to appoint another person. In the event of arbitrators death, neglect or refusal to act or resignation or inability to act for any reason it shall be lawful for the Executive Director , MTNL, New Delhi either to proceed with the reference himself or to appoint another person as the arbitrator in place of the outgoing arbitrator.

5.4 The arbitrator may from time to time with the consent of all parties to the contract enlarge the time for making the award.

5.5 It is further a term of the contract that no person other than General Manager- North, MTNL, New Delhi or the person appointed by to resolve local issue.

5.6 Subject to aforesaid, the Arbitration & conciliation Act, 1996 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

5.7 The venue for the arbitration shall be the place from where order is issued or such other place as the arbitrator may determine. The fees and other charges of arbitration shall be determined by the arbitrator in terms of the act and shall be shared equally between the parties.

6. PAYMENT TERMS

- 6.1 Payment shall be made on proof of the receipt of satisfactory certificate of job assigned on actual measurement by Concerned Building In charge on monthly bill basis.
- 6.2 The payment will be made on passing and pre-checking of the bill according to departmental rules on submission of such bills normally on monthly basis by Dy. Manager/ Manager (Building) of building concerned.
- 6.3 The payment will be made after endorsing the pass order by Dy. Manager/Manager (Bldg) concerned. Through ECS by AO (Cash) North, MTNL, Sanchar Parisar, Sector-3, Rohini, New Delhi-110085.
- 6.4 The contractor will have to submit the self attested photocopies of EPF, ESI schedule and salary disbursement proof of last month and proof of deposit the EPF/ESI of the workers, with every bill along with quarterly return of GST.

7. TERMINATION OF CONTRACT

- 7.1 The MTNL may terminate the contract in whole or in parts without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor.
- (a) If the contractor fails to execute any or all of the jobs assigned within the time period(s) specified in the contract or any extension thereof granted by the MTNL and,
- (b) If the contractor fails to perform any other obligation(s) written under the contract written for the stipulated period, the time being the essence of the contract.
- 7.2 In the event of termination of the contract in whole or in part, the MTNL may execute/ get executed the said contract upon such terms and in such manner as it deems appropriate. The contractor shall be liable to the MTNL for any excess cost for such similar contracts. However, the contractor shall continue performing of the contract to the extent not terminated.
- 7.3 MTNL may without prejudice on the happening of any of the above mentioned circumstances to its other right under law or the contract provided also where execution of the balance quantity of the items get the remaining work done at the risk and cost of the contractor and look to him for the payments thereof and can also claim a set off for any dues payable under this contract or any other contract under set off clause.
- MTNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

8 SET OFF

Whenever under this contract any amount is recoverable from or payable by the contractor, General Manager - North, New Delhi-110085 shall be entitled to recover such sum by appropriating in part or whole from the security deposit made by the bidder for his contract or for any other contract in the event of this security not being taken then the balance of the total sum recoverable shall be deducted from any sum then due or which any time there after may become due to the bidder under this order or any other contract with MTNL.

The contractor can not assign/transfer and sub-contract his interests/obligations under this contract and shall not relieve the supplier/contractor from any liability arising or obligation under contract.

9 DELAY IN PERFORMANCE AND LIQUIDATED DAMAGES

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

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

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

PART-B

SPECIFIC CONDITION

1. Location and Area : As per Annexure-A of the tender document.
2. Specification of job : To be carried out at location as per annexure B of tender document.
3. Time Schedule : The office will remained open from 10:00 hrs. to 17:30 hrs. From Monday to Saturday/all working days except on Gazette holiday. (100% cleaning required before 9.30 Hrs)
4. All machinery and instruments, raw materials, chemicals and other consumable items used For House Keeping & facility work will be arranged by the contractor. The cost of all such items will be borne by the contractor.
5. All the machinery, instruments etc. including raw materials consumable may be specified, chemicals and consumable items etc. used shall be of ISI mark/Standard make. All items are liable to be checked by the Sr. Manager (Building)/Manager (Bldg) of the concerned building.
6. The contractor shall supervise the satisfactory performance of the work at all location from Monday to Saturday daily/all working days
7. The work shall be carried out as scheduled and to the satisfaction of the unit officer.
8. All refuse shall be removed and dumped in nearest garbage house by the contractor employee on its own. The waste paper should be disposed in the presence of nominated representative/security personnel of the office concerned.
9. Any damage to the fixtures, fittings and equipments etc, arising due to negligence on the part of the contractor shall be made good either by replacement or on payment of adequate compensation as decided by the GM (North). In this regard the decision of GM (North) shall be final and binding and it will not be open to the contractor to challenge the same. In case the losses are not made good by the contractor, the same amount shall be deducted from the bill processed for payment.
10. Contractor shall submit local/permanent address, telephone No./fax with documentary proof of his agency and his employees deputed in each building of MTNL in the office Sr. Manager of the concerned building.
11. The cleaning staff should be available throughout the office hours or as and when required in addition to routine cleaning
12. Every worker so appointed by the contractor will be provided I-Card and Uniform by the contractor at his own cost.
13. That the agency staff shall work under overall supervision and direction of this Department's Administration.
14. The Department shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duty.
15. The Agency staff shall carry out such other duties as are entrusted to them from time to time .
16. The contractor shall not appoint any sub-contractor to carry out any obligation under the contract.

17. At any stage of execution of the assignment if the contractor /contractors engage manpower, it is exclusive and the responsibility of the contractor.

18. The contractor or his employees will not be allowed to take out any item from MTNL premises without the explicit written authority of the concerned official in charge(s).

19.. MTNL shall not be responsible to any of the injuries, accident and damages to the employees, machinery of contractor at workplace. No claim in this regard shall be entertained.

20. MTNL shall have no liability for employing the persons engaged by the contractor.

21. (a) If the work assigned to the contractor is not found completed before starting of the office i.e. 10.00 a.m. on any day the penalty as mentioned in Annexure 'D' shall be livable. The decision of the Divisional Engineer/Unit Officer shall be final and binding on the contractor.

(b) In case the performance of the contractor is not found to be satisfactory even after issue of two written warnings, the contract is liable to be cancelled and security (PBG) will be forfeited.

22. If there are two or more Nos. of successful bidders then the work will be distributed in the ratio of 50:30:20 (L1 :L2:L3) at the rates of L-1 (if required). If L-2 Bidder refuses to accept the work then the work would be given to L-3 at L-1 Rate. In case of one successful bidder, 100% work will be awarded to L-1Bidder. The decision of MTNL regarding the distribution of work to one or more than one bidders would be final and binding on all the bidders.

23 CONDITION OF THE CONTRACT

1. Income Tax/GST / Labour cess shall be deducted at source in accordance with the provision as per rules or any other deduction that may be provided under any other law.

2. In case the contract is awarded to the bidder, the approved bidder will have to deposit security in the form of performance guarantee of an amount equal to 5% of the actual contract value in the form of Bank Guarantee as per Annexure- I, issued by a schedule bank within two weeks of issue of letter of indent and informing MTNL in writing intention for accepting the job. The performance guarantee without any interest will be released to the contractor only when contractual obligations are discharged under this contract after six months of expiry of this contract. The bidder will produce the original receipt of this deposit before execution of the agreement.

3. If the contractor fails to maintain cleanliness in any of the offices or if the work done is not satisfactory the penalty as mentioned in the annexure 'D' shall be levied. The repetition of unsatisfactory work may lead to forfeit security deposit and termination of contract, as aforesaid.

4. The liability of MTNL shall be limited only to the agreed contractual amount payable to contractor.

ANNEXURE-A

Sr. No.	Premises with location	Covered area	Open Area
1	Telephone Exch. Bldg Shakti Nagar	64780	26543
2	Telephone Exch. Bldg KPM	12562	4082
3	RSU at LSC BS Block SMB Delhi-88	4772	0
4	RSU at LSC, CC Block SMB Delhi-88	3218	4012
5	LSC,AD Block, SMB Delhi-88 . NCR Counter & CSC	4433 2602	4583 0
6	RSU at KP Block Vardhman Plaza KP Community Centre Pitam Pura Delhi-34	2664	0
7	RSU at Aggarwal Shopping Aracade, LSC,CU Block Pitam Pura Delhi-88	1583	0
8	RSU at 28-29/2 kewal park Extn., delhi-33	2143	0
9	RSU at C-II, Ramgarh, Jahangirpuri, Delhi-33	2762	0
10	RSU at 347, Main Road Burari	2296	0
11	RSU at 4537/11, Jai Mata Market Tri NGR Delhi	1398	0
12	229-230 Bharat Ngr	1300	0
13	RSU-II,537 Dr. Mukherjee Nagar, Delhi Dhakka	1988	0
14	Plot G-3 G/F, Cascade Shopping Centre, Netaji Subhash Palace, Wazirpur	1326	0
15	RSU At Delhi University Exch	870	174
16	Ground FLR (Administrative Block) Sanchar Parisar.	7458	0
17	Technical Block Sanchar Parisar	7362	0
18	Mezz FLR (Admn BLK) Sanchar Parisar	4120	0
19	First FLR (Admn. BLK) Sanchar Parisar	9986	0
20	First FLR (Tech. BLK) Sanchar Parisar	7989	0
21	Second FLR (Admn. BLK) Sanchar Parisar	4911	0
22	Second FLR (Tech. BLK) Sanchar Parisar	7364	0
23	3rd FLR (Admn. BLK) Sanchar Parisar	0	0
24	3rd FLR (Tech. BLK) Sanchar	5415	0

	Parisar		
25	3rd FLR (Call Centre) Sanchar Parisar	2518	0
26	3rd FLR (Electrical) Sanchar Parisar	749	0
27	Type-II staff Qtrs Sanchar Parisar	3000	0
28	Open Area Sanchar Parisar(around main building)	0	14000
29	O/O DEP (SWR) CSC+Cable+Switch Room, SWR Exch Bldg	30000	28684
30	O/O DEP (RHN)-II+Switch Room Sec-Vi, Rohini Exch.	7383	9075
31	O/O DEP(Sec.- IX) Sec.IX-Exch Rohini	45338	13705
32	O/O SDOP+RSU 49/25 Budh Vihar	3392	0
33	Sec-11 Rohini	2350	5664
34	BDL (WS Unit)	120	0
35	Alipur New Bldg ALP	4400	200
36	O/O SDOP, Kanjhawala Road, Bawana Exch.	4500	0
37	DSIDC RSU Sec-3 BWN	1400	400
38	DSIDC RSU Sec-5 BWN	1224	2000
39	RSU Baktawarpur Exch	820	0
40	O/O SDOP,RSU K H No 95 ,New Khera Khurd	2700	300
41	NRL New Bldg, NRL Exch.	20000	27911
42	NRL (WS Unit)	360	0
43	O/O DEP (BDL)+Awitch Room, BDL Exch	16000	10753
44	O/OSDOP,RSU CG-207, SGTN.	2500	1000
45	Saroop Nagar (RSU) Saroop NGR Exch.	4005	0
46	RSU Kadipur Kadipur	1826	600
47	RSU Bankner Exch.	200	800
48	1 st FLR Bankner Exch	1774	0
49	RSU Ground FLR Qutab Garh	2572	400
50	RSU 1 st FLR Qutab Garh	2572	0
51	RSU Perahladpur Exch	2500	0
	TOTAL	329505	154886

ANNEXURE-B (1)

Specifications for various jobs

S.No. Item	Frequency
1. Brooming of the floor :	In morning before scheduled office hrs. ie before 9.30 A.M.covered/ uncovered area.
2. Wet sweeping with cleaning :	In the morning before scheduled office hour. with surf water followed by Phenyl of ie 9.30 A.M. ISI brand/standard Quality.
3. Cleaning of toilets :	Morning & afternoon & also as and when required during the day.
4. Cleaning of floor, corridor, stairs :	Morning daily and also as and when urine pots, etc. with cleaning required during the day. Powder / liquid with phenyl.
5. a) Provision of liquid soap at all wash basin :	Daily with sufficient quantity and quality of soap required for the day.
b) Provision of Naphtha balls, liquid :	Daily check up for sufficient quantity. soap and sanitary cubes in toilets.
6.. Dusting and cleaning of window : Pans, nova pans/windows partitions Doors, sign board etc.	Once a week.
7 Dusting and cleaning of furniture :	Daily at morning before scheduled and equipment commencement of office hrs.
8. Dusting of fans, tube lights : And fittings, removal of cobweb (jale)	Once in a fortnight.
9. Cleaning of carpet, sofa set etc. :	Once in a week with vacuum cleaner
10. Spraying of mosquito repellent :	Twice in a week after office hrs.
11. Proper cleaning of waste paper :	In the morning before schedule basket/Dustbin. office hours daily.
12. Polishing of brass doors nob and : Name plates with brasso.	Once in a week.
13. Removal of posters. :	As & when as per direction of officer of the Building in charge.
14. All services connected with pest :	As required by concerned Bldg In charge shall be & Rodent control in all offices /exchanges provided..

NOTE-

- 1) The maintenance work shall be of good standard and the material to be used for this job should be of good quality. MTNL will not reimburse the cost of material i.e. cologne for glass glazing, odonil, naphthalene balls, nirma/vim/detergent, phenyls/liquid soap, duster, brushes, acid, jharoo, stick broom, rod stick broom, urinal cube, pocha, caustic soda, finit, plastic drums for carrying the waste papers or any their cleaning material to be used.

Rates to be quoted inclusive of all material. No extra amount will be paid for material to be needed for cleaning purpose.

2) Above works are shown for general guidance. Contractor will ensure for proper cleaning so that overall work of the office should be neat and clean, all refuse should be removed and dumped at proper place. NIT & Tender documents as a whole will be the part of the agreement.

3) The contractor & further fulfillment of conditions will release the security deposited with the MTNL by the contractor after six months from the date of satisfactory completion of the work. No interest will be paid on the Earnest Money or Security Deposit or any other amount due to the contractor.

4) That if the contractor fails to commence the work within the time frame as mentioned in the work order or within the time extension if so permitted by the MTNL in writing & which in the opinion of the MTNL is necessary due to unforeseen circumstances or any other justified reasons, the contractor shall be liable to pay the liquidated damage (LD) charged @ 0.5% of the total cost of the work as calculated in accordance with clauses of agreement to the MTNL per week beyond such time frame subject to a maximum of 5% of the total cost of work.

5) The execution of the work will normally be done as per enclosed specifications to this agreement, however at the time of actual execution, if the situation demands some deviation in the work execution (mode of work), the work has to be carried out by the contractor as per the directives of the site-in-charge without any extra payment. Such contingency shall be deemed to have been provided for in the rate quoted & as agreed above.

6) That the MTNL will pay to the contractor a sum of amount as stipulated under clause 1(one) above subject to the condition of the completion of work as per specifications & to the satisfaction of the MTNL within the specified time period given in the work order or within any extension of the time granted by the MTNL.

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

The contractor in triplicate will submit monthly bills after satisfactory completion of work & in the manner & form that may be prescribed by the Dy. Manager (Bldg)/SDE(Bldg)//DE(Bld)/concerned Unit. ECS clearance or Account payee cheque for the amount admissible will be issued by the paying authority AO (Cash) North O/o GM (North), Sanchar parisar, Sector3, Rohini, after the contractor gives a pre-receipted bill.

However, only in exceptional circumstances, which in the opinion of the MTNL is justified, part payment can be considered to the extent of a maximum of 50% of the work completed on the basis of works executed & will be at the discretion of the MTNL & will not be claimed as matter of right by the contractor. The MTNL will not be responsible for supply of any material & will not be liable to the contractor for any losses or damages, costs, charges or expenses that he may in any way sustain/suffer due to any reason. In other words, no other payment for whatsoever reasons will be paid to the contractor other than agreed under clause 1 (one) above.

7. In case of dispute in respect of any clause, the case will be referred to the arbitrator.
8. The arbitrator for the purpose of this agreement will be the Executive Director, MTNL, New Delhi or his nominee appointed by him.
9. The Contractor agrees to abide by all the clauses stipulated in the specification of the work, instructions to the Bidder & the other documents enclosed with the tender in question. The tender documents including terms & conditions as a whole will also be a part of the Agreement.
10. In case of loss of any material supplied to the Contractor for execution of work, the Contractor shall pay the cost of the material lost or substitute the same at his cost. Alternately, the same will be adjusted against the amount due to be paid to the contractor by the MTNL and/or Security Deposit. After satisfactory completion of the work the Contractor shall return all the balance materials issued to him/her by the MTNL at place told at his own cost.
11. Notwithstanding anything else herein stated the Contractor shall furnish & pay for all supervision, labour, tools supplies, construction, equipment & consumable materials including anything else as may be necessary for performance of work & the cost of those shall be included in the rates quoted in clause 1 (one) above.
12. Insurance: Without limiting any of the Contractor's obligations or liabilities the Contractor shall at his own expenses, take & keep comprehensive insurance including third party risk for the plant, machine material etc. brought to the site & for all the work during the execution. The Contractor shall also take out Workman's Compensation Insurance as required by the law & undertake to indemnify & keep indemnified the Government from & against all manner of claims & demands, losses, damages and cost (including between attorney & client) charges & expenses that may arise in regard the same or the government may suffer or incur with respect to & or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the AGM (A) North or DE(Bldg)/Bldg of concerned area of the policies of the Insurance taken within 15 days of being called upon to do so together with all premium receipts & other papers related thereto. It will entirely be the responsibility of the contractor for any loss of life or loss of material concerning the contract.
13. The Contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or part of the work made necessary by the MTNL or deemed advisable on account of bad weather conditions or force major conditions.
14. The Contractor shall be fully responsible for taking all possible safety precautions during preparation for & actual performance of the works & for keeping the construction site in reasonable safe condition. The contractor shall protect all life & property from damage or losses resulting from his/her operations & shall minimize the disturbance & inconvenience to public.

15. During the performance of the work the Contractor shall at his own cost initiative fully comply with all applicable loss of the land & with any & all applicable by loss "Rules" Regulations & orders & any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the "Government agency or Deptt. "Municipal Board" Govt. or other regulatory or authorize body of persons & shall provide all certificates of compliance therewith as may be required by such applicable laws. "By laws, rules, regulation" order and/or provisions Contractor agrees to undertake to save & hold the MTNL. Indemnified from & against any/all penalties action suit "losses & damages" claims & demands & cost (inclusive) between attorney & client (charges & expenses) whatsoever arising out of occasioned indirectly or directly by failure of the Contractor to make full & proper compliance with the said laws, By laws, Rules Regulations, order & provisions as aforesaid.

16. Workmen's Compensation: In every case in which by virtue of the provisions of section 12, sub section (1) of the workmen's compensation Act 1923, the MTNL is obliged to pay compensation to a workman employed by the Contractor, in executions of the works MTNL will recover from the Contractor, the amount of the compensation so paid & without prejudice to the rights of the MTNL under section 12, sub section (2) of the said act, the MTNL shall at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the MTNL to the Contractor whether by this contract or otherwise, the MTNL shall not be bound to contest any claim made against it under section 12, sub section (1) of the said act, except on the written request of the Contractor & upon his/her giving to the MTNL full security for all such costs for which the MTNL might become liable in consequence of contesting such claim.

17. The Contractor shall obtain a valid Labour License under the Contract Labour (R&A) 1970 & Contract Labour (Regulation & Abolition) Central Rules 1971, within three months of the commencement of the work & continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of this Contract arising out of the resulting non-execution of the work. That in case of:

- (a) Violation of any clause in this agreement /Bid document by the Contractor, or
- (b) if the quality of work deteriorates or any kind of defects develop within six months from the date of satisfactory compliance of the work, or
- (c) if the quality of work is not found by the MTNL to be as per specifications(which will be final & conclusive), or
- (d) if the work is delayed by the contractor beyond five weeks of the time limit specified in the work order or beyond five weeks of the extension granted if any to the Contractor to complete the work satisfactory, the MTNL may resort to any or all of the following measure:
 - (i) The work order may be terminated.
 - (ii) The agreement may be terminated.
 - (iii) The security Deposit may be forfeited.
 - (iv) The Contractor may be remained to rectify the defects noticed within specified period without any extra payment to the satisfaction of the MTNL.
 - (v) The contractor may be "black listed".

(vi) The MTNL may measure up the work done by the Contractor (which will be final & conclusive) & take such part as shall non executed out of that & give it to another contractor & get it departmentally done & in case of defects discovered subsequently to have the defects removed by another Contractor or get the work done departmentally. Any such expenses, which are incurred for the aforesaid reasons shall be borne & paid by the Contractor & may be deducted from any money due to the Contractor by the MTNL under this contract or otherwise or from the security deposit.

(vii) MTNL may impose penalty as per Annexure-D of the tender document.

A.G.M. (Admin.) North

ANNEXURE-B (2)

The contractor shall supply following toiletries & cleaning materials:

1. Liquid Soaps
2. Floor cleaners
3. Phenyl
4. Sanitary cube .
5. Naphthalene balls .
6. Finit spray .
7. Narial broom /Phool Brooms’.
8. Duster .
9. Rough/Floor dusters.
10. Floor Brushes .
11. Toilet brush
12. Wiper Big .
13. Garbage collecting Tub/ Bucket
14. Acid
15. Jala brush
16. -----

Note: This is a tentative requirement per month only & may exceed also.

The contractor will ensure the availability above mentioned items along with the other necessary concerned items in appropriate number like brooms, dusters, floor brush, toilet brush, wipers, garbage collecting tub/buckets, Jala brush, liquid soap containers etc.

Annexure-C

MAHANAGAR TELEPHONE NIGAM LIMITED
OFFICE OF THE GENERAL MANAGER (NORTH),
SANCHAR PARISAR, SEC.III, ROHINI DELHI-110085
TENDER QUOTATION
Financial Bid

Tender enquiry No G.M.(N)/MGR(ENGG)N/Tender/House keeping / facility work/18-19.
Dated -0 -2018 .

To
AGM (A) N
MTNL
Sanchar Parisar, Sec.III,
Rohini,
Delhi-110085.

Dear Sir,

I/we quote the following rates for house keeping job & facility work excluding all type of tax/GST and including related material in various offices/ Exchanges of North Area.

Sr.No.	(A) Description	(B) Unit/Sq.ft	(C) Rate per Sq.Ft (Rs.)/month	(D) Proposed Area (Approx.)	(E) Total E= CXD
1.	Covered Area	Per sq. Ft.	excluding all type of tax/GST	329505	excluding all type of tax/GST
2.	Open Area	Per sq. Ft.		154886	

1. I/we have thoroughly examined and understood the terms and conditions of the contract given in the invitation to the tender and those contents of the contract and annexure and all information, conditions and instruction contained in the tender documents and agree to abide by them.

2. I/we agree to keep the offer open for acceptance up to 180 days from the date of opening of the tender.

Note: a) The Price should be given in figures and words no overwriting is allowed.

b) The offer is made on the understanding that I/we shall provide house keeping job including cleaning and sweeping services in the premises and area specified in the Annexure-A in accordance with the terms and conditions by employing specified manpower machinery and appropriate quantity of hygienic cleaning material of good quality.

c) The quantity/ area is for evaluation purpose only which may increase or decrease.

d) The payment would be made on actual basis for working days only on monthly basis.

Place

Date

Signature of authorized signatory

ANNEXURE-D

PENALTY FOR UNSATISFACTORY WORK

1. If the cleaning job is not completed before 9.30 A.M. on a particular day a penalty of Rs.1000/- per day per site shall be leviable. The penalty indicated above will be deducted from the monthly bill of the following months. The penalty of 10% of monthly bill will be deducted if general performance for the month is not found satisfactory in addition to above.
2. The liability of MTNL shall be limited to the contractual amount payable to the contractor.
3. The contractor shall have to obtain signature daily for having the work done satisfactory from Building In charge/Care Taker/ Floor Warden as required by the concerned building in charge.
4. In case the performance of the contractor is not found satisfactory even after issue of two written warnings, the contract is liable to be cancelled and security forfeited.
5. In case of no sweeping & cleaning work on particular day, a proportionate amount shall be deducted from the monthly bill of the contractor. MTNL is also empowered to engage private party for cleaning and sweeping work when no work has been done by the authorized contractor for any reason. The amount incurred in excess of proportionate amount for this purpose shall be deducted in addition to above deduction.
6. If weekly work like dusting of window, cleaning of carpet & Sofa set polishing Braso, Door knob & Name plate with Braso not done, the penalty of 2% of monthly bill will be deducted .
7. If cleaning of toilet not doing properly daily with cleaning powder liquid with phenyal. The penalty of 2% of monthly bill will be deducted.
8. In case of failure to carry out the House Keeping job the following penalty will be levied:-
 - (a) Up to 3 days Rs.1500/- per day per building or 5% of monthly contract value which ever is more.
 - (b) Beyond 3 days up to 7 days Rs.1750/- per day per building or 10% of monthly contract value which ever is more.
 - (c) Beyond 7 days Rs. 2000/- per day per building or 15% of monthly contract value which ever is more. However, before imposing any or all the above penalties, a show cause notice will be given to the Contractor. If the contractor does not respond by the stipulated time as indicated in the show cause notice or his reply is not found satisfactory, the MTNL will be at liberty to impose any or all the above penalties.

Signature of Bidder
(With Stamp)

ANNEXURE 'E'
DECLARATION
(Regarding Close Relatives)

(on Rs. 20/- Non-judicial stamp paper duly attested by Notary)

- a) I/we hereby declare that none of my /own close relatives am/are employed in MTNL/DOT/BSNL. OR
- b) I/we do hereby declare that my/our close relatives is/are employed in MTNL/DOT/BSNL and his/her their particulars are as follows:

Name

Designation

Place of posting

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

Signature of the bidder/contractor

Station

Date:

Signature of Bidder
(With Stamp)

ANNEXURE 'F'
DECLARATION
(Regarding debarment of the firm)
(On Rs. 20/- non-judicial stamp paper duly attested by notary)

I _____ S/o/Wife of Sh. _____

And proprietor/director/partner of

M/s _____

Do hereby solemnly affirm and declare as under:

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

2 That I state and declare that the above firm

M/s _____ has never been debarred and /or blacklisted by any department of Central Govt./State Govt./PSU/Public bodies/Municipalities.

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

Signature of the Proprietor/Partner/Director

Sh./Smt./Miss.

Station

Date

Note: The signatory should not affect any variation in the text of declaration in any other form it shall not be accepted and liable for penal action as decided by MTNL.

Signature of Bidder
(With Stamp)

ANNEXURE 'G'
AGENCY DETAILS

1. NAME OF AGENCY
2. OWNERS NAME
3. REGISTRATION NO.
GST NO.
PREVAILING WAGES LETTER OF DELHI ADMIN.
4. INCOME TAX A/C No.....
5. AMOUNT OF TAX PAID-.....
6. LAST FINANCIAL YEAR
(ENCLOSE COPY OF Income tax)
7. Registration Certificate of Establishment issued from the office of Labour Department
.

8. EPF A/C NUMBER
9. TELEPHONE
NO.....MOBILE.....
.....
10. OFFICE ADDRESS
-
-
11. BANKERS NAME & ADDRESS.....
-
12. ACCOUNT NO.
13. EXPERIENCE (MINIMUM THREE YEARS REQUIRED)
14. GST NO.
15. ESI CODE.

Signature of Bidder
(With Stamp)

ANNEXURE-H
LIST OF MAJOR CLIENTS(Details of Experience)

Sr.No.	Name & Address of Client	Work Order No. with date	Period of work order	Cost of Work order
1.				

Experience Certificate to be enclosed.

Note: More rows may be added as per the requirement.

**OFFICIAL SEAL/STAMP OF
THE BIDDER**

Signature of Bidder
(With Stamp)

ANNEXURE-I
SPECIMEN OF AGREEMENT BOND (on stamp paper)

This Agreement made on
Between M/s
.....
(Name of the bidder) with their office establishment at.....
.....
.....
.....

(Complete postal address) herein after called "The Contractor" which expression unless excluded by or made repugnant, to the context, will be deemed to include their successors/ heirs/executors on one part & the AGM (A) North, MTNL, Sanchar Parisar, Sec.3, Rohini, New Delhi-85 representing MTNL, hereafter called "the MTNL" (which shall unless excluded or made repugnant to the context, be deemed to include his successor in (office) on the other part, do hereby declare that:

Whereas in pursuance of tender notice No. GM(N)/MANAGER (ENGG.)/NORTH/House Keeping & facility management work /OPEN TENDER/2018-2019 dated 26-04-2018 by AGM(A) NORTH, , Sanchar Parisar, Sec.3, Rohini, New Delhi-85 regarding Tender for House Keeping work (Cleaning & Sweeping) in the area under GM (NORTH) associated works as per specifications laid down in the tender documents. The Contractor has participated in the tender & has been approved after observing all the formalities. Whereas the contractor has also furnished / deposited to A O. (Cash) North, O/o GM(North), MTNL, Sanchar Parisar, Sec.3, Rohini, New Delhi-85 in Demand Draft or Bank guarantee from schedule Bank for Rs(in figures) Rs.

..... (in words)

as security money in the form of performance guarantee as per NIT to the department, both parties do hereby agree to enter in to this agreement. The tender Document will be a part of this agreement. Bank Guarantee verified and accepted by C/A.

With following details:

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

Rates for house keeping & allied services are at rate of Rs..../Sq mtr/month for the covered area

Sq. feet. and Rs.... /Sq feet/month for the open area Sq feet. vide break up detail contained in Annexure-A

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

Signature
Name
(Contractor)

Signature
Name
(For and on behalf of MTNL)

This agreement signed in the presence of the following witnesses:

1. Witness
(Signature, Name & Address)

2. Witness
(Signature, Name & Address)

Signature of Bidder
(With Stamp)

ANNEXURE-J
PERFORMANCE SECURITY GUARANTEE BOND
SPECIMEN PERFORMA OF BANK GUARANTEE TO BE SUBMITTED AS SECURITY MONEY

In consideration of Mahanagar Telephone Nigam Limited, Delhi (hereafter called the MTNL, Delhi) having agreed to exempt -----
----- (hereinafter called the said contractor(s) from the demand of security deposit of Rs. -----
----- on production of Bank

Guarantee for Rs.----- for the due fulfillment by the said contractors of the terms and conditions to be contained in an arrangement in connection with the contract for House keeping / Facility Management work

1. We (Name of the Bank)----- (hereinafter referred as the Bank at the request of ----- (Name of the Contractor) do hereby undertake to pay the MTNL, ND an amount not exceeding Rs.----- against any loss or damage, caused to or suffered or would be caused to or suffered by the MTNL, ND be reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demand merely on demand from the MTNL, New Delhi, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MTNL, New Delhi by reason of breach by the said contractor(s) of any terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the MTNL, ND in this courts shall be final and binding on the bank.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3 We undertake to pay to the MTNL, ND, any money so demanded notwithstanding any dispute or disputes realized by the contractors/suppliers in any suit or proceeding pending before any court or tribunal relating there to our liability under this bond shall be valid discharge of our liability for payment there under and the contractor(s) suppliers shall have no claim against us for making such payment.

4 We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken performance of the said agreement and that it shall continue to be enforceable till the dues of the MTNL, ND. Under or virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MTNL, ND, certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before the expiry of "Two Year" from the date hereof, we shall be discharged from all the liability under this guarantee thereafter.

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

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

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

Signature of Bidder
 (With Stamp)

ANNEXURE-K

LETTER OF AUTHORISATION FOR ATTENDING PRE BID MEETING

To,

The AGM (A) North ,
MTNL,
O/O GM, (North) Sanchar Parisar, Sec.3,
Rohini, New Delhi 110085.

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

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

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
----------------------------	-------------	----------------------------

I.

II.

Alternate
Representative
Signatures of bidder

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

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

Signature of Bidder
(With Stamp)

ANNEXURE-L
UNDERTAKING
MAHANAGAR TELEPHONE NIGAM LIMITED
O/O THE GENERAL MANAGER (NORTH),
SANCHAR PARISAR SECTOR-3, ROHINI.
NEW DELHI-110085

To,
AGM (A) North
MTNL, Sanchar Parisar, Sec,3, Rohini
New Delhi 110085

Tender No: GM(N)/MGR (ENGG.) N/ House Keeping & facility management work/ Open
Tender /2018-2019, Date 26/04/2018.

Dear Sir,

1. We, undersigned, offer to provide House Keeping Services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted (*ON- LINE & OFF-LINE*) by us is properly locked and prepared so as to prevent any subsequent and replacement. We have submitted EMD of Rs.52000/- and tender documentation cost in the form of D.D/Pay Order drawn in favour "MTNL A/C NO 1392 ", Delhi.
7. I/WE agree with all the terms and conditions contained in the tender document.
8. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2018

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature of Bidder

