



Mahanagar Telephone Nigam Limited

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

BID THROUGH GeM PORTAL
FOR CLEANING AND SWEEPING
WORKS
(HOUSEKEEPING SERVICES)
Exchanges/ Offices in GM (TY)
area



Mahanagar Telephone Nigam Limited

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

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

To:-

No: AGM (Plg-MM) TY/T-241/Cleaning & Sweeping/2023-24 Dated 00.00.2023

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

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

S.No.	Title	SECTION	ANNEXURE	Page No.
1	NOTICE INVITING TENDER (NIT)	--	--	3
2	INSTRUCTION TO BIDDERS	I	--	4-6
3	OTHER TERMS & CONDITIONS	II	--	7-8
4	SPECIFIC CONDITION	III		9-10
5	DETAIL OF AREA	--	A	11-12
6	SPECIFICATION OF VARIOUS JOBS		B	13
7	SCHEDULE OF ITEMS FOR WHICH RATES ARE TO BE QUOTD	-	C	14
8	PANELTY FOR UNSATISFACTORY WORK	--	D	15
9	DECLARATION, (regarding close relatives)	--	E	16
10	DECLARATION (regarding debarment of the firm)	--	F	17
11	AGENCY DETAILS	--	G	18
12	LIST OF MAJOR CLIENTS	--	H	19
13	BID FORM	--	--	20
14	SPECIMEN OF AGREEMENT BOND	--	I	21
15	DRAFT AGREEMENT	--	J	22-26

You are requested to submit your bid as per attached tender document.
As the tender is online for more information kindly login to website

<https://GeM.gov.in>

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

Encl : Tender documents (Page-1 to 26)

SDE (Plg/MM) TY



Mahanagar Telephone Nigam Limited

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

No: AGM (Plg-MM) TY/T-241/Cleaning & Sweeping/2023-24 Dated 00.00.2023

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

GeM BID NOTICE

- Bid for procurement of Cleaning & Sweeping works (Housekeeping services) are invited from eligible housekeeping agencies for housekeeping work on contract basis for Cleaning and Sweeping of Exchanges/Offices in GM (TY) area for a period of one year and extendable upto one year subject to satisfactory performance and mutual consent. The area for housekeeping work for offices under GM(TY) Area is 311132 sq feet (Approx Open & Covered area)
- Bidders have to deposit the Earnest Money Deposit (EMD) of requisite amount, if applicable, as per bid details on GeM portal in the form of Demand Draft, FDR drawn in favour of "MTNL OPERATIONAL ACCOUNT W S UNIT "payable at New Delhi.
- The interested bidders should upload duly filled signed Bid form and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical bids - all duly signed on the GeM portal within the stipulated / last date of BID

Bid Documents are also available for viewing on the MTNL web site

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

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

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

SECTION-I

INSTRUCTIONS TO BIDDERS

- 1) **Introduction:** General Manger (TY) having office at MTNL, Plot No. 5, Karkarduma Telephone Exchange, KKD Institutional Area, New Delhi-110092 is an administrative unit of MTNL. The company has registered office at Door Sanchar Sadan 9 C.G.O Complex Lodhi Road New Delhi-110003.
- 2) **Description of the Items:** Cleaning & Sweeping in various office and exchanges under GM (TY) area. The details are as per Annexure 'A' of the tender document.
- 3) **Estimated Bid Value:-** Approx Rs 15,50,446 (Rs Fifteen Lakhs Fifty Thousands, Four Hundred and Forty Six only) inclusive GST for one year as given in GEM portal.
- 4) **Period of Contract:-**The Contract shall initially be for a period of one year and may be extended further for a period for up to one year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the entire period of contract. MTNL however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one months' notice.
- 5) **Earnest Money:**
 - 5.1) EMD of requisite amount of amount Rs 31,100/- (Rs Thirty one Thousand and one hundred only), if applicable, as per bid details on GEM portal to be deposited, in form of DD/FDR favoring MTNL OPERATIONAL ACCOUNT W S UNIT " payable at New Delhi in the office of DGM (A) TY, O/o GM (TY), MTNL, Plot No. 5, Karkarduma Telephone Exchange, KKD Institutional Area, New Delhi-110092 till the last date of submission of the online tender.
 - 5.2) Firm registered under MSME will be exempted from EMD as per existing guidelines.
- 6) **Last date of submission:** Last Date of uploading of Bid is stipulated on GEM Portal.
- 7) **Date of opening of Bids:** Technical bid will be opened on stipulated date and time on GEM Portal.
- 8) **Pre Bid Meeting:** NA.
- 9) **ELIGIBILITY CRITERIA:**
 - 9.1) The bidder should have completed the following work in the last 3 years (2019-20, 2020-21, 2021-22)
 - (i) One similar work of at least Rs 12, 40,357 or more.
Or

(ii) Two similar work each of at least Rs 7, 75,223 or more.

Or

(iii) Three similar work each of at least Rs 6, 20,179 or more.

9.2) The bidder must be registered in Requisite Labour Acts, GST, ESIC & EPFO.

9.3) The bidder must have a PAN number.

9.4) Firm should possess experience of at least 3 years of executing housekeeping work in a Hospital/Institution of Govt. of India/ State Govt./Govt, Undertaking/ Central or state PSU to submit satisfactory experience certificate.

9.5) Average Annual turnover of the Agency during each of three financial years (2019-20, 2020-21 and 2021-22) should be as stipulated on GEM portal for current bid. The average annual turnover of bidders must be duly certified by the appropriate Chartered Accountant/ Auditor /any other prescribed authority and it should be minimum **Rs. 5, 00,000/- (Rs Five Lakh Only)**.

9.6) The bidder firm should not have been indicted for any criminal, fraudulent or anti- competition activity and not been blacklisted by any Govt. Departments / PSU etc.

9.7) Evaluation Criteria

9.7.1) 100% work shall be given to L1 decided by the total amount per month/year of total area including both covered and open area based upon the bids received from the bidders for House Keeping work (cleaning & sweeping) the exchange/ office in GM (TY) area.

10) DOCUMENTS TO BE UPLOADED:

Bidder firms which fulfill the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids may be rejected :-

- Copy of Audited Accounts Statement of annual turnover for last three financial years (2019-20, 2020-21 and 2021-22).
- Registration / Incorporation Certificate of firm.
- Scanned copy of EMD, if applicable
- Proof of registration with Labour authority, GST, ESIC, EPFO.
- Copies of satisfactory work completion report in support of eligibility conditions number 9.1 and 9.4 above.
- Satisfactory Work Completion report shall be considered for determining the work experience of the bidder.
- Copy of the PAN No and copy of the cancelled cheque having latest account number of the bidder.
- Registration certificate of GST Department
- Signed Declaration regarding Debarment /black listed as per **Annexure 'F'**.
- Signed Declaration of relatives employed in MTNL/BSNL/DOT as per Annexure-E
- Agency detail (**Annexure-G**)

- Scanned Bid Document containing all terms and conditions of the bid duly signed and Stamped by the bidder.

11) Only Agencies except for Govt. companies / PSUs, etc. having Valid Registration under ESI, EPF & other statutory law required for providing House Keeping Services shall apply. The Govt. Companies / PSUs must ensure that all the workers engaged by them must get benefits under ESI/EPF scheme & fulfill all other statutory requirements for this job.

12) Acceptance of the bid - NA

13) PRICES

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

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

- (1) Cleaning & Sweeping work for covered area including Toilets.
- (2) Cleaning & Sweeping work for open area.

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

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

14) RIGHT TO VARY THE QUANTITY

MTNL will have the right to increase or decrease the job assignment ordered initially up to 50% at any time during the duration of contract 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. This clause will override the Generic Clause of GEM as per requirement of MTNL.

15) AMENDMENT OF BID DOCUMENTS

- 15.1)** 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.
- 15.2)** The amendments shall be displayed on GEM Portal and these amendments will be binding on all bidders.
- 15.3)** 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.

SECTION -II OTHER TERMS AND CONDITIONS

1) Evaluation of technical and financial bid

- 1.1) The Bidders are required to upload Technical bid as per Bid Specification uploaded on GEM Portal.
- 1.2) Each and every page of attached document should be signed and stamped by bidder or its authorized representative of Bidders.
- 1.3) The competent authority of MTNL reserves the right to reject all or any Bid in whole, or in part, without assigning any reason thereof.
- 1.4) Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder
- 1.5) The earnest money shall be refunded to the unsuccessful Bidders after finalization of the contract. It shall be refunded to the successful Bidder on receipt of performance security deposit. No interest is payable on the EMD.
- 1.6) The bid shall be valid for 150 days from the date of opening.
- 1.7) Bids which are Incomplete or Conditional in any form may be rejected out rightly.
- 1.8) In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), their EMD shall be forfeited.
- 1.9) A formal contract shall be executed/ entered into with the successful Bidder. In this contract, the successful Bidder shall be defined as Contractor.

2) PERFORMANCE SECURITY

- 2.1 The successful bidder will 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) Dispute Settlement

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and Negotiations, if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the MTNL whose decision shall be final and binding on both the parties.

5) **Liquidated damages:** As per GeM Service Lease Agreement. (SLA)

6) PAYMENT TERMS

6.1 Payment shall be made on proof of the receipt of satisfactory certificate of job assignment on actual measurement by Concerned Building In charge on monthly bill basis.

6.2 The payment will be made on passing and pre-checking of the bill according to departmental rules on submission of such bills normally on monthly basis by Dy. Manager/ Manager (Building) of building concerned.

6.3 The payment will be made after endorsing the pass order by Dy. Manager/Manager (Bldg) concerned through ECS by HQ, MTNL.

6.4 MTNL shall deduct TDS at the prescribed rates of Income Tax department from contractor's bills.

6.5 The contractor will have to submit the self-attested photocopies of EPF, ESI schedule and salary disbursement proof of last month and proof of deposit the EPF/ESI of the workers if applicable, with every bill along with quarterly return of GST to the Building In-charge of the building and bills will be processed by them for their respective RSUs/Buildings.

6.6 The contractor shall submit separate bill for each location to respective Building incharge in triplicate by the 7th day of each month for the work executed up to end of previous month. Bill must be raised based on the rate quoted in Bid. However, the payment to workers will not be linked to the release of payment to contractor from MTNL.

7. Termination clause

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the whole security deposit of deposited with MTNL or part thereof shall be forfeited in favor of MTNL and agreement will be terminated after giving 30 days' notice.

SECTION -III

SPECIFIC CONDITIONS OF CONTRACT

1. Location and Area : As per Annexure-A of the tender document.
2. Specification of job: To be carried out at location as per annexure B of tender document.
- 3 Time Schedule : The office will remained open from 1000 hrs. to 1730 hrs. From Monday to Saturday/all working days except on Gazette holiday. (100% cleaning required before 9.30 AM)
- 4) The Bidder would be wholly responsible for the job to be performed. NO SUBLEETING OR SUBCONTRACTING WOULD BE ALLOWED.
- 5) The persons deployed by the Bidder should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipment's.
- 6) 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.
- 7) The Bidder will be responsible for supply / installation / refilling / maintenance of all such items / equipment's used in wash rooms and other areas for housekeeping purposes.
- 8) In relation to workers/manpower mentioned above it will be the responsibility of the contractor.
 - (i) To comply with all statutory regulation of the state and Central Govt. as applicable.
 - (ii) To ensure regular monthly deposits to EPF/ESI contribution of their employees.
 - (iii) To pay minimum monthly wages to his employees as per minimum wages act.
 - (iv) To abide the provision of the Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time including the Labour License issued from office of the Labour Commissioner, Delhi.
 - (v) The contractor shall be responsible for any claim filed by their workmen under the workmen compensation Act and also responsible for any legal cases filed by his employees engaged for executing the work during the contract period.
- 9.(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 liable. The decision of the Building In charge shall be final and binding on the contractor.
 - (b) In case the work is not done satisfactorily the Building in-charge/ Care taker/ Floor warder shall issue a written warning to the contractor.

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

10) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by MTNL besides annulment of the contract.

11) The work shall be carried out as per scheduled and to the satisfaction of the unit officer.

12) All waste and garbage of building shall be removed and dumped in nearest garbage house by the contractor employee on its own on daily basis.

13) Any damage to the fixtures, fittings and equipment's 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 (TY). In this regard the decision of GM (TY) shall be final and binding and it will not be open to the contractor to challenge the same. In case the losses are not made good by the contractor, the same amount shall be deducted from the bill processed for payment.

14) The cleaning staff should be available throughout the office hours and also when required in addition to routine cleaning

15) Waste Disposal Management:-

The contractor will ensure collection, screening / segregation of dry and wet garbage in the earmarked area. The Contractor shall keep bin of suitable size and specification at the collection area. The contractor will employ his staff for the collection / disposal work. The contractor will also arrange for the garbage bags.

16) The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.

17) The Contractor at all times should indemnify MTNL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. MTNL will not own any responsibility in this regard

SDE (PIg/MM) TY

**ANNEXURE- 'A'
DETAIL OF AREA**

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

1	Laxmi Nagar Tel. Exch. Bldg	12	69112	65840	134952
2	Takshila RSU	2	3250	6250	9500
3	School Block Sakarpur Exch.Bldg.	1	2127	0	2127
4	Khurezi RSU	1	1255	0	1256
	SUB TOTAL (A)	16	75744	72090	147834

AM (Mayur Vihar)

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

AM (Karkarduma)

1	Karkar Dooma Tel. Exch Bldg.	7	18518	10171	28689
2	CBD Shahdara Tel. Exch Bldg.	2	4034	4589	8623
3	Krishna Nagar Exch.Bldg.	2	3000	0	3000
4	Gandhi Nagar Exch.Bldg.	2	2839	0	2839
5	Vivek Vihar RSU	1	610	0	610
	SUB TOTAL (C)	14	29000	14760	43760

AM (Shahdara & Yamuna Vihar)

1	Dilshad Garden Telephone Exch.	6	20000	10000	30000
2	Yamuna Vihar Telephone Exch.	6	25484	16810	42294
3	Dilshad Colony Telephone Exch	1	1400	0	1400
4	Naveen Shadhra Tele. Exch.	1	2169	0	2169
5	East of Loni Road Tel. Exch.	2	2500	500	3000
6	Zafrabad Teliphone Exchange	2	2500	2000	4500
7	H-Pocket Dilshad Garden Delhi	4	1956	0	1956
	SUB TOTAL (D)	22	56009	29310	85319
	Grand Total (A+B+C+D)	66	186464	124668	311132

ANNEXURE-B

Specification for various jobs

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

NOTE-

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

SDE (MM/Plg) TY

ANNEXURE-C

SCHEDULE OF ITEMS FOR WHICH RATES ARE TO BE QUOTD

(To be submitted in separate sealed cover)

Schedule of Quantity

Sl No.	Description	Area (in Sqr Ft)	Unit	Rate (Exclusive GST)	Amount
1	Covered area including toilet as per Annexure-A	186464 + 66 Toilets	Sq Ft/Month		
2	Open area As per Annexure -A	124668	Sq Ft/Month		

ANNEXURE-D

PENALTY FOR UNSATISFACTORY WORK

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

ANNEXURE 'E'

**DECLARATION
(Regarding close relatives)**

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

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

OR

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

Name

Designation

Place of posting

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

Signature of the bidder/contractor
With Stamp

Station

Date:

ANNEXURE 'F'

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

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

I _____ S/o/Wife of Sh. _____

And proprietor/director/partner of M/s _____

Do hereby solemnly affirm and declare as under:

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

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

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

Signature of the Proprietor/Partner/Director
With Stamp

Sh./Smt./Miss.

Station

Date

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

ANNEXURE 'G'

AGENCY DETAILS

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

ANNEXURE-H

LIST OF MAJOR CLIENTS

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

Note: More rows may be added as per the requirement

OFFICIAL SEAL/STAMPOF THE BID



Mahanagar Telephone Nigam Limited

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

BID FORM

From:

Name & Address of Bidder

SDE (Plg/MM) TY

Tender No: No: AGM (Plg-MM) TY/T-241/Cleaning & Sweeping/2023-24 Dt 00.00.2023

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 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted (*ON- LINE*) by us is properly locked and prepared so as to prevent any subsequent and replacement we have submitted tender documentation cost Rs.590/- in the form of D.D/Pay Order drawn in favour of MTNL WS UNIT, New Delhi.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2023

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature

ANNEXURE-I

SPECIMEN OF AGREEMENT BOND

This Agreement made on

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

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

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

Whereas in pursuance of tender notice No. No: AGM (Plg-MM) TY/T-241/Cleaning & Sweeping/2023-24 Dated 00.00.2023 by SDE (Plg/MM) TY, Karkarduma Telephone Exchange, New Delhi-110092 regarding Tender for Cleaning & Sweeping work in the area under GM (TY) associated works as per specifications laid down in the tender documents. The Contractor has participated in the tender & has been approved after observing all the formalities.

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

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

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

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

Authorized Signatory of Bank

Witnesses:

- 1)
- 2)

Annexure – J
DRAFT AGREEMENT

THIS AGREEMENT IS MADE AT NEW DELHI ON THIS _____ DAY OF _____, 2023
BY AND BETWEEN

Mahanagar Telephone Nigam Limited, a Company duly incorporated and registered under the Companies Act, 1956 and having its registered office at Mahanagar Door Sanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi - 110003 and carrying on/engaged in the business of basic and other telecom services at Delhi and Mumbai, herein after referred to as “**MTNL**” (which expression shall, unless it be repugnant to the context or meaning thereof, include their respective successors and assigns) of **the One part**, through Sh. Rakesh Kumar Shrivastava, DGM(A) TY, O/o GM(TY), MTNL, Plot No.5, KKD Institutionla Area, Karkardume Telephone Exchange, , New Delhi - 110092.

AND

M/s a Company duly incorporated and registered under the Companies Act, 1956 or a partnership firm duly registered under Partnership Act or a proprietorship firm and having its principal place of business at hereinafter referred to as the “**Vendor or Contractor**” (This expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assignees) of **the other part** through Sh.,

WHEREAS

- (A) MTNL floated a Tender No. GM(TY)/AGM(MM&Plg)/NIT/Cleaning & Sweeping/2023-24 dated
- (B) AND the Contractor participated in the aforesaid tender and was a successful bidder;
- (C) AND the MTNL Issued a LOI-cum-Work Order No. dated
- (D) AND the contractor accepted the aforesaid LOI-cum-Work Order *vide* his letter No. dated..... and agreed to perform the work under this contract as per all terms and conditions;
- (E) AND in terms of clause 16.2 of Section - I of the aforesaid tender, the contractor has submitted a letter of acceptance of offer dated and also furnished a security deposit amounting to Rs. in the form of bank guarantee No. Dated Issued by the (Bank) having its branch office at

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS UNDER:

1. Effective Date: The agreement shall become effective from
2. The contractor agrees to perform the work of Cleaning & Sweeping in areas/places under GM (TY) as given in Annexure-1 to this agreement (Annexure-A of the Tender) in accordance with LOI-cum-Work Order issued by GM(TY) or separate PO/WO as may be issued for respective Area Managers [viz. AM(LXR), AM(SHD), AM(YVR), AM (MVR) & AM(KKD)] by GM(TY).

3. The contractor agrees to perform and observe all his obligations diligently in regard to the jobs as outlined in Annexure-2 herein (Annexure-B of the tender).

4) PAYMENT TERMS

4.1 Payment shall be made on proof of the receipt of satisfactory certificate of job assignment on actual measurement by Concerned Building In charge on monthly bill basis.

4.2 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.

4.3 The payment will be made after endorsing the pass order by Dy. Manager/Manager (Bldg) concerned through ECS by HQ, MTNL.

4.4 MTNL shall deduct TDS at the prescribed rates of Income Tax department from contractors bills.

4.5 The contractor will have to submit the self attested photocopies of EPF, ESI schedule and salary disbursement proof of last month and proof of deposit the EPF/ESI of the workers if applicable, with every bill along with quarterly return of GST to the Building Incharge of the building and bills will be processed by them for their respective RSUs/Buildings.

4.6 The contractor shall submit separate bill for each location to respective Building Incharge in triplicate by the 7th day of each month for the work executed up to end of previous month. Bill must be raised based on the rate quoted in Bid. However, the payment to workers will not be linked to the release of payment to contractor from MTNL

5) Penalties for Unsatisfactory Work:

5.1) If the cleaning job is not completed before 10.00 A.M. on any particular day a penalty of Rs.100/- per day per site shall be imposed. The penalty indicated above will be deducted from the monthly bill of the following months.

5.2) A penalty of 10% of monthly bill will be deducted if general performance for the month is not found satisfactory in addition to above.

5.3) The contractor shall submit satisfactory work done certificate from Building In charge/Care Taker/ Floor Warden along with monthly invoices

5.4) In case of no sweeping & cleaning work on particular day, Deduction= (Rate per month/30) + Rs 200/- penalty will be imposed per day per site. 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.

5.5) If the total penalty amount exceeds the contract value for the month, then it will be restricted to that month's contract value.

6) Contract Duration and Extension: The contract shall be initially valid for a period of one year. On expiry of the initial one year period, if required, MTNL shall have the right to extend the contract at the same rates with same terms & conditions for a further period of 1 year on same terms and conditions.

8. Termination clause

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the whole security deposit of deposited with MTNL or part thereof shall be forfeited in favor of MTNL and agreement will be terminated after giving 30 days notice

Other terms

1. Location and Area : As per Annexure-A of the tender document.

2. Specification of job: To be carried out at location as per annexure B of tender document.

3 Time Schedule : The office will remained open from 1000 hrs. to 1730 hrs. From Monday to Saturday/all working days except on Gazette holiday. (100% cleaning required before 9.30 AM)

4) The Bidder would be wholly responsible for the job to be performed. NO SUBLEETING OR SUBCONTRACTING WOULD BE ALLOWED.

5) The persons deployed by the Bidder should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipment's.

6) 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.

7) The Bidder will be responsible for supply / installation / refilling / maintenance of all such items / equipments used in wash rooms and other areas for housekeeping purposes.

8) In relation to workers/manpower mentioned above it will be the responsibility of the contractor.

(i) To comply with all statutory regulation of the state and Central Govt. as applicable.

(ii) To ensure regular monthly deposits to EPF/ESI contribution of their employees.

(iii) To pay minimum monthly wages to his employees as per minimum wages act.

(iv) To abide the provision of the Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time including the Labour License issued from office of the Labour Commissioner, Delhi.

(v) The contractor shall be responsible for any claim filed by their workmen under the workmen compensation Act and also responsible for any legal cases filed by his employees engaged for executing the work during the contract period.

9.(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 liable. The decision of the Building Incharge shall be final and binding on the contractor.

(b) In case the work is not done satisfactorily the Building in-charge/ Care taker/ Floor warder shall issue a written warning to the contractor.

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

10) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by MTNL besides annulment of the contract.

11) The work shall be carried out as per scheduled and to the satisfaction of the unit officer.

12) All waste and garbage of building shall be removed and dumped in nearest garbage house by the contractor employee on its own on daily basis.

13) 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 (TY). In this regard the decision of GM (TY) shall be final and binding and it will not be open to the contractor to challenge the same. In case the losses are not made good by the contractor, the same amount shall be deducted from the bill processed for payment.

14) The cleaning staff should be available throughout the office hours and also when required in addition to routine cleaning

15) Waste Disposal Management:-

The contractor will ensure collection, screening / segregation of dry and wet garbage in the earmarked area. The Contractor shall keep bin of suitable size and specification at the collection area. The contractor will employ his staff for the collection / disposal work. The contractor will also arrange for the garbage bags, prepare a flowchart indicating the method of collection / Disposal etc, as per directions of local bodies/ Pollution control committee etc

16) The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.

17) The Contractor at all times should indemnify MTNL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. MTNL will not own any responsibility in this regard

IN WITNESS WHEREOF, the parties have set their hands hereunto on the day, month and year mentioned herein first .

For and on behalf of MTNL

Signature _____
Name _____
Designation _____
Address _____

In presence of:

Signature _____
Name _____
Designation _____
Address _____

For and on behalf of _____

Signature _____
Name _____
Designation _____
Address _____

Signature _____
Name _____
Designation _____
Address _____