

SECTION - II

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Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)
(CIVIL WING)

OFFICE OF THE

EXECUTIVE ENGINEER (C), BSNL, CIVIL DIVISION, BLOCK No-5, SET No-4, PHASE-III,
SECTOR-6, KANGNADHAR, NEW SHIMLA (171009).
(TELEPHONE No-0177-2673088, 2673288).

NOTICE INVITING e-TENDER

NIT No : EE/BSNL/CD/SML/DB / Year 2023-24/04.

Dated:-25-04-2023

1. **Item rate e-tenders** are reinvited by the Executive Engineer (C), BSNL Civil Division, Shimla (HP), on behalf of the **Bharat Sanchar Nigam Limited (A Government of India Enterprise)**, from prospective Service Providers [Individual / Sole proprietor / Partnership Firm / Company] having Experience of providing similar services in Central Govt. / State Govt. / PSU / Govt. bodies for the work of:

“Provision of Sweeping and Cleaning Service in BSNL HP Circle Office Units Housed at Shimla and Sunder Nagar [HP] for one year 2023-2024 and onwards.”

The enlistment of the contractors [if any] should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1.1 The work is estimated to cost **Rs. 9,01,007.00 (Rupees Nine Lakh One Thousand and Seven Only)**.
- 1.2 The intending Tenderers have to upload the self attested scanned copy of the eligibility documents [listed at page No. 4 under s. no. 15 (i) to (xvii)]. The satisfactory completion certificates of similar works, from the department concerned, shall be obtained from an officer not below the rank of Executive Engineer, in charge of work. The hard copies of self attested uploaded documents should be submitted along with tender cost and EMD declaration in the wax / adhesive tape sealed envelope, to the office of Executive Engineer(C), BSNL Civil Division, Shimla (HP) within the period mentioned in this NIT.
- 1.2.1 **Eligibility criteria regarding Work Experience:**
- 1.2.1.1 The applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.
- a) Three similar completed works each costing not less than **Rs. 360000.00**
or
- b) Two similar completed works each costing not less than **Rs. 451000.00**
or
- c) One similar completed works each costing not less than **Rs. 721000.00**

Similar work means **“works of providing services of Hygienic/cleaning & sweeping Jobs or House Keeping jobs”**. The value of executed works shall be brought to current costing level by enhancing the actual value of executed work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders and shall be rounded off to the nearest hundred rupees. Above works should have been carried out in Central / State Government/ Central or State Public sector Undertakings.

The experience certificate given by an officer not below the rank of Executive Engineer shall indicate clearly the nature of the work, agreement no. and satisfactory completion of the work along with actual value of work done and actual date of completion and shall be issued by authorized signatory/ authority and shall be in original / attested. The work experience certificate shall be considered as invalid, if extension of time (EOT) is granted with levy of compensation or not decided on the last date of submission of bids.

- 1.2.3 The contractor shall have to fully abide by the relevant provisions of the Employee's Provident Fund Act 1952, ESIC (wherever applicable) and Rules of The Employees provident Funds Act / Scheme 1961 (as applicable) framed therein from time to time.
- 1.3 The agency should fulfill the criteria of **clause 11** of NIT & should furnish a **Certificate regarding near relatives as per Annexure I**.
- 1.4 The agency/agencies, which are Blacklisted/Debarred/Ceased for Financial Transactions by BSNL and/or any Central/state Govt. Department/PSU are not eligible for tendering.
2. Duration of contract:- The time allowed for carrying out the work, will be **One year** from the date of Award of contract with an option of extension for a further period of **Six month** on the same rates, terms & conditions and on the basis of performance.
3. The bid document consisting of plans, Specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract Form including correction slips can be seen from website <http://www.tenderwizard.com/BSNL> & www.hp.bsnl.co.in/hpc or "http://eprocure.gov.in.

(i) The last date of submission of bids online, will be **02.05.2023 by 18:00 Hrs.**

(ii) The date of submission of offline documents i.e. EMD, tender fee, (After submission of online bid) will be **Before or within 5 Days of bid submission.**

(iii) The date of opening of financial bid of e-tenders will be **04.05.2023 at 11:00 Hrs.**

4. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

While submitting the revised bid, contractor can revise the rate of one or more items any numbers of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.

5. Interested contractors who wish to participate in the tender had to make following payments and submission as under:

- 5.1 (i) **Cost of Bid Document – Non refundable** in form of Demand Draft / pay orders amounting to **Rs. 590.00** drawn in favour of **Accounts Officer (Cash), O/o G.M (TD), BSNL, SHIMLA (HP), payable at Shimla (HP).**

(ii) **Earnest Money of Rs 18,020.00** as Banker's cheque /deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank /Demand draft of a scheduled bank issued in favour of **Accounts Officer (Cash), O/o G.M (TD), BSNL, SHIMLA (HP), payable at Shimla (HP).** When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than 5 lakhs) or Rs. 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

(iii) **e-tender Processing Fee- An Amount of as Displayed online while submitting the e-tender (Non refundable)** as processing fee to "I T I Limited" shall be paid through e-payment mode only through the website www.tenderwizard.com/BSNL.

Note: The Cost of tender, Processing fee should be submitted through separate instruments.

The scanned copy of above documents is to be uploaded to the e-Tendering web site within the period of online bid submission and original should be submitted along with self attested copies of eligibility documents in the wax / adhesive tape sealed envelope, to the office of **Executive Engineer(C), BSNL Civil Division, Shimla (HP)** within the period mentioned in this NIT.

5.2 **MODE OF SUBMISSION:-**

a) The copy of cost of Tender, E-tendering processing fee receipt and copies of the eligibility documents [listed at page No. 4 under s. no. 15 (i) to (xvii)] shall be scanned & uploaded to the e-tendering website within the period of tender submission.

b) Original tender cost and EMD shall be submitted in the **wax / adhesive tape sealed envelope**, to the office of **Executive Engineer(C), BSNL Civil Division, Shimla (HP)**, before or within 5 days the period of bid submission end date. Failing which the tender bid (if already opened on the basis of scanned documents uploaded in 1st electronic envelope i.e. technical envelope) shall be rejected. The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

Online bid submitted by intending bidders shall be opened on the basis of scanned documents uploaded in 1st electronic envelope i.e. technical envelope only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other documents uploaded in the electronic envelope i.e. technical envelope are found in order.

The financial bid submitted shall be opened at **11:00 Hrs on 04.05.2023**.

The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:

- i) The bidder is found ineligible.
- ii) The bidder does not upload all the documents as stipulated in the bid document.
- iii) If any discrepancy is noticed between the details/ documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- iv) The bidder does not submit documents in physical form as specified in the bid document before specified date and time.

Note: In case the eligibility credentials are not found genuine at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

6. Copies of documents pertaining to the work will be open for inspection by the tenderers at the office of the **Executive Engineer (Civil) BSNL Civil Division, Shimla (HP)**.
7. Before e-tendering, the tenderer are advised to inspect the place of work and fully acquainted themselves about the type /nature of work /plan of work for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL, in any circumstances. The tenderer shall be responsible for arranging and maintaining at his own cost all materials and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
8. The competent authority on behalf of the BSNL does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
11. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone, in which his near relative(s) (directly recruited or on deputation in BSNL is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:

- i) Member of Hindu Undivided family (HUF).
- ii) They are Husband and Wife.
- iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate/ Declaration that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is as under:

"I _____ S/o Shri _____
Resident of _____ hereby certify that none of my relative(s) as defined above is/are employed in concerned BSNL Civil Zone. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me."

The certificate in case of Proprietorship Firm shall be given by the proprietor, for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/ Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender/ work will be cancelled and Security Deposit/PG will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors of BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

- 12. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India including State Government or PSU's (including BSNL) is allowed to work as a contractor for a period of two years after his retirement from Government service, without previous permission of the Government of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India /State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 13. The bid for the works shall remain open for acceptance for a period of **60 (Sixty) days** from the date of opening of **financial Bids**. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then BSNL shall, without prejudice to any other right or remedy, be at liberty to take action as per declaration (Annexure IV). **Further the bidder shall not be allowed to participate in the re-bidding process of the work.**
- 14. Scope of work will be as mentioned in tender documents under Section-III.
- 15. The successful bidder will follow all the obligations under section-IV and section-V of tender documents.
- 16. This Notice Inviting Tender shall form a part of the contract document. In accordance with para 2 of Section-V Part A, the letter of intent / Advance work order shall be issued first in favor of the successful tenderer/ contractor and he has to submit its acceptance and performance security / guarantee within 14 days of issue of letter of intent. After submission of the performance guarantee, the letter of award / work order shall be issued. The contract shall be deemed to have come into effect on acceptance of letter of intent by the successful bidder. The successful Tenderer/Contractor shall, within 7 days from acceptance of letter of intent / advance work order, formally sign the agreement consisting of :-
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender document, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto

- b) Agreement signed on non-judicial stamp paper of Rs.100/- (Rs. One hundred only) on his own cost before award of work as per proforma annexed to the tender document [Section-XII].
- c) Indemnity bond as per Section-XIII.
17. Payment to the contractors shall be made through e-payment system like ECS/EFT/RTGS as detailed below:-
- (a) In cities/areas where ECS/EFT/RTGS facility is provided by Banks, the tenderer must have Account in such ECS/EFT/RTGS facility providing Banks and that Bank A/c Number shall be quoted in the tender by the tenderer.
- (b) The cost of ECS/EFT/RTGS will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payments to contractors will compulsorily be made through ECS/EFT/RTGS in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
18. First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties.
19. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of Six months.
20. **Condition for EPF/ESI/GST**
- (a) The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out works and he should have valid EPF registration.
- b) The claim bill of contractor must accompany the list showing the details of labourers/ employees engaged ,duration of their engagement, amount of wages paid to such labours/ employees , & authenticated documents showing amount of EPF & ESI contributions (both employer's & employees contribution), paid to the EPF / ESI Authorities. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.
- c) The contractor shall be required to comply the provision of ESIC, payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and GST regulations. Non compliance of above provisions will be treated as breach of contract and necessary action against the bidder will be taken.
- d) **The rates shall be quoted inclusive of all taxes including GST and all other taxes of Central / HP State Government. The rates shall be firm and final. Nothing extra shall be paid on any account & BSNL shall not entertain any claim in this respect.** The invoices raised by the contractor shall indicate GST as a separate component of the gross bill raised. The payment of GST by BSNL to the contractor shall be governed by the rule of the government made in this regard and applicable to BSNL and further as per the rules framed by BSNL in this regard. BSNL shall claim ITC credit for the GST as per rules of BSNL in vogue.
The contractor shall be solely responsible for timely payment of GST to the concerned department. Any penalty / interest for late submission etc. arising thereupon and as demanded by the concerned department shall be sole responsibility of the contractor and BSNL shall have absolutely no liability what so ever on this account.
21. If there happens to be holiday on any dates mentioned above, then the transactions will be made on next working day.

Signature: _____

Name: _____

Executive Engineer (Civil)
BSNL Civil Division Shimla

For & on behalf of Bharat Sanchar Nigam Limited