

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

O/o Executive Engineer (Civil), BSNL Civil Division, Shimla

NOTICE INVITING TENDER

NIT No: **EE/CD/SML/DB/Year 2023-2024/25**

Dated- **07.11.2023**

1.0 Item rate tenders are invited by **Executive Engineer [C], BSNL Civil Division, Shimla** on behalf of the BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) from approved and eligible contractors of B.S.N.L. (Civil Wing), DOP, MES, CPWD, Railways and State PWD (B&R) of appropriate class for the work of:-

Name of work	Estimated cost	Tender Cost	E.M.D.	Period of completion
Urgent repairs and maintenance works in MW building at Jakhu, Shimla [HP] 3rd Call	Rs. 189903/=	Rs. 590/-	3798.00	2 (Two) months

1.1 The work is estimated to Cost – **Rs 189903/= (One Lakh Eighty Nine Thousand Nine Hundred & Three Only).**

1.1 The contractor shall submit valid attested photocopies of Enlistment documents, attested copies of GST registration Certificate issued by concerned Department of Govt. of HP / Govt. of India, EPF / ESI registration certificates, EMD / Tender Cost in the wax / adhesive tape sealed envelope and the attested copies of certificates, testimonials of their satisfactory completion of works from the department concerned, obtained from an officer not below the rank of the Executive Engineer, in charge of the work while applying for participation in tender / issue of tender forms for the works, He / they shall submit attested copies of Goods Service tax registration Certificate issued by concerned department of Govt. of Himachal Pradesh / issued by the Central Excise Department Govt. of India or he / they may submit the same before 1st RA bill.

1.1.1 Criteria of eligibility for issue of tender documents for non-BSNL registered contractors Of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways only.

1.1.1.1 For works upto Rs. 7 lakhs – NIL

1.1.1.2 For works above Rs 7 lakhs and upto Rs. 5 Crore. 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 costing not less than the amount equal to **40%** of estimated cost.

Or

b) Two similar completed works costing not less than the amount equal to **50%** of estimated cost.

Or

c) One similar completed works costing not less than the amount equal to **80%** of estimated cost.

Note:- For the purpose of this clause 'similar works' means the work of R.C.C. Bldg. or load bearing Building works.

2.0 Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8, which is available as a BSNL Publication / BSNL Web site "www.hp.bsnl.co.in/hpc" Tenderer shall quote his rates as per various terms and conditions of the said form, (In case "Tender documents" are downloaded from the BSNL Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **2 (Two) months** from the 7th. (Seven) day after the date of issue of letter of award of work , or, from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

4.0 The site for the work shall be made available at the time execution.

5.0 The last date of receipt of application for issue of Tender forms (in prescribed format can also be downloaded from BSNL web site "www.hp.bsnl.co.in/hpc" and date of issue of tender forms will be as follows:

i) Last date of receipt of application – **14.11.2023 upto 16.00 Hours.**

ii) Last date of issue of tender forms **15.11.2023.**

6.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and set of terms and conditions of the contract to be complied with by the Contractor whose tender may be accepted and other necessary documents, can either be downloaded from the BSNL website "www.hp.bsnl.co.in/hpc" or be seen in the office of the EXECUTIVE ENGINEER, BSNL CIVIL DIVISION, Shimla between 1100 hours & 1600 hours from 19.05.2023 to 15.11.2023 everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of following.

- i) Tender Cost **Rs.590/=** i/c GST (Non Refundable) in cash or Demand Drafts **of a scheduled bank** issued in favour of **Accounts Officer (Cash), O/o The GMTD, BSNL, Shimla (HP), payable at Shimla (HP)**.
- ii) **Earnest Money of Rs 3798/-** 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 The GMTD, 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.

7.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, **will be received by Executive Engineer [C], BSNL Civil Division, Shimla up to 1500 Hrs. on 17.11.2023 and will be opened by him or his authorised representative in his office on the same day at 1530 Hrs.** if the eligibility credentials of all tenderers in envelope-1 are found in order. **If the eligibility credentials are required to be clarified / verified, then the envelope-2 of all tenderers containing the tender document will be opened on later date to be intimated at the time of opening of tender.** After opening the main envelope-3, the envelope-1 containing the Earnest Money declaration as per Annexure IV, along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope-2 containing tender shall be opened only for those tenderers whose Earnest Money declaration as per Annexure-IV, Cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8.0 The description of the work is as follows: **Urgent repairs and maintenance works in MW building at Jakhu, Shimla [HP] 3rd Call**

9.0 Submission of tender :

Tender shall be submitted in following manner:

9.1 In case the tender document is down loaded form BSNL website.

9.1.1 "Earnest Money (In the form as mentioned at Sr. No-6 (ii), Cost of Tender document (**Rs. 590/=** in form of Demand Draft from Scheduled Bank in favour of **Accounts Officer (Cash), O/o G.M. (TD), BSNL, SHIMLA (HP), payable at Shimla (HP)**). Application form, Declaration, Eligibility credentials as mentioned in Check List and Check List duly signed" shall be placed in sealed envelope-1 marked "Earnest Money plus cost of Tender and eligibility credentials".

9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender"

9.1.3 The sealed envelope No. 1 & 2 as above containing "Earnest Money declaration as per Annexure IV plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope-3.

9.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work.
- (ii) Name of tenderer.
- (iii) Last date of receipt of tender.

9.2 In case tender document is purchased form **Division office**.

9.2.1 Earnest money Deposit in required format or proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope No.-1.

9.2.2 Envelope No.- 2 will be as per Para 9.1.2.

9.2.3 The sealed envelopes 1& 2 shall be placed in another sealed (Wax sealed / Adhesive tape sealed) envelope No.-3.

9.2.4 Same as 9.1.4.

Note: In case the eligibility credentials are not found in order 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.

9.3 The tender in which rates are to be quoted should be properly bound and sealed (**Wax sealed / adhesive tape sealed**) Loose / spiral bound submission (in case the tender is down loaded from website) shall be rejected out rightly. In case of any correction/ addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

10.0 Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the abovementioned officer.

10.0.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, The accommodation they may require and in general, shall themselves obtain all Necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any

Misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on 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 of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

11.0 The competent authority on behalf of Bharat BHARAT SANCHAR NIGAM LIMITED does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

12.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

13.0 The competent authority on behalf of the BHARAT SANCHAR NIGAM LIMITED reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to Perform the same at the rate quoted.

14.0 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 (UHF).

(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 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 nonofficial 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 Earnest Money/ Security Deposit 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 or 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

- 15.0 No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. 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 Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
- 16.0 The tender for the work shall remain open for acceptance for a period of 30 opening of the tenders. If, any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 17.0 In case of works having estimated cost below Rs.15,00,000/, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15,00,000/ and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer in charge in the Performa annexed to the tender document, with in 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
- 18.0 This Notice Inviting Tender (BSNL W6) shall form a part of the contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer / contractor. After submission of the performance guarantee, the letter of aware shall be issued. The contract shall be deemed to have comes into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer / Contractor shall, with in 15 days from such date, formally sign the agreement consisting of:-
- a) The Notice Inviting Tender, all the documents including additional conditional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof to gether with any correspondence leading thereto.
 - b) Standard BSNL W-8 as on website "www.hp.bsnl.co.in/hpc"
 - c) Agreement signed on non judicial stamp paper as per Performa annexed to the tender document.
- 19.0 Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below:-
- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT 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 back account not in the same place form 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 in respect of all contracts where the value of the contract is more than Rs.10 lakhs.
- 20.0 First running account bill shall be paid only after
- (a) Signing of the Agreement / Contract by both the parties, and

(b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.

- 21.0 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.
- 22.0 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website "www.hp.bsnl.co.in/hpc" as well as in the Divisional Office.
- 23.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition / deletion / Corrections have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of down loaded tender shall be signed by the tender with stamp (seal) of his firm / organization.
- 24.0 The tenderer to be note that the rates quoted should be inclusive of all taxes & levies including liability of GST on works contract upto extent mentioned in Schedule F under clause 37 (i) excluding EPF & ESI contribution paid to the contractor workers (Employer share), excise duty, labour cess and all other taxes of Central / HP State Government with loading unloading and transportation etc. The rates shall be firm and final. Nothing extra shall be paid on any account.

25.0 Condition for EPF/ESI

(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 they have to obtain and produce EPF registration within one month of award of work. **First payment shall be made to the contractor only when he submits his valid / applicable EPF registration.**

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 contributions (both employer's & employees Contribution), paid to the EPF Authorities. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

b) 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 service tax regulation. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

- 26.0 **The contractor shall have to fully abide by the relevant provision of Employee's Provident Fund and Miscellaneous Provisions Act 1952, amended from time to time and they have they have to obtain and produce EPF registrati on within one month of award of work. First payment shall be made to the contractor only when he submits his valid EPF registration.**
- 27.0 **There is clause 46 for insurance which is to be complied by the contractor.**
- 28.0 **If a contractor fails to start the work with in 7 days after stipulated date of start or after handing over of clear site which ever is later, then his EMD & PG shall liable to be forfeited and tender cancelled.**
- 29.0 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 (C),
BSNL CIVIL Division, Shimla [HP]
For & on behalf of the BSNL