

BHARAT SANCHAR NIGAM LIMITED
(Government of India Enterprise)
(CIVIL WING)

NOTICE INVITING E-TENDER

NIT No. 02/2024-25/BSNL/CD/BILASPUR

Date: 24.04.2024

Item rate e-tenders are invited on behalf of BHARAT SANCHAR NIGAM LTD. (A Government of India Enterprise) from approved and eligible contractors of D.O.T/BSNL, Deptt. of Post, CPWD, CGPWD (Building works), MES & Railways **having valid EPF & GST Registration** for the work of **"Providing and fixing barbed wire fencing of T.E. Building at Pamgarh, District : Janjgir-Champa"**.

1. The enlistment of the contractors 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 last date of submission of bids.

1.1 The work is estimated to Cost **Rs.3,03,953.00 (Rupees Three Lakh Three Thousand Nine Hundred Fifty Three) only.**

1.2 Eligibility of the contractor will be valid provided they submit proof of satisfactory completion of the work as below:

1.2.1 **Criteria of eligibility for e-tendering for non-BSNL registered contractors:**

1.2.1.1 For works up to Rs.7 Lakhs Nil

1.2.1.2 For works above Rs.7 Lakhs and up to Rs. 5 Cr and all specialized works irrespective of its cost, 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. i.e. Rs. NIL**

or

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

i.e. Rs. NIL

or

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

i.e. Rs. NIL

For the purpose of this clause 'similar works' means the work of **"Building Works & associated Services"** executed in Central Government/State Government/Public Sector Undertakings. The experience certificate is to be issued from an officer not below the rank of Executive Engineer in charge of the work.

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.civil.bsnl.co.in. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

3.0 The time allowed for carrying out the work will be **3 (Three) Months** from the **Tenth** 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 is available, OR shall be made available.

5.0 Bid documents consisting of specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen & down loaded from website: <https://etenders.gov.in/e procure/app/BSNL>.

i) The last date of submission of bids online will be **06.05.2024 by 18:00 hrs.**

ii) The date of submission of eligibility documents, EMD, tender cost and proof of e-tender Processing fee if any (After submission of online bid) in the **Office of the Executive Engineer (Civil), BSNL Civil Division, Raj Kishore Nagar Telephone Exchange, IInd Floor, Bilaspur (Chhattisgarh), Pin 495006** will be **09.05.2024 by 15:00 hrs.**

iii) The date of opening of technical bid (Eligibility Credential, Tender cost, EMD, Bid processing fee if any) will be **09.05.2024 at 15:30 hrs.**

iv) The date of opening of financial bid will be **13.05.2024 at 11.00 hrs.**

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

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

8.0 Interested contractors who wish to participate in the bid had also to make following payments in the form of demand Draft/Pay order or Banker's cheque or any scheduled Bank and to be scanned and uploaded to the-Tendering website within the period of bid submission.

(i) Cost of Bid document: **(Rs. 500+18%GST)= Rs.590/- (Rs. Five Hundred Ninety)** only including GST (Non refundable) **as demand drafts/ pay orders or Banker's Cheque of a scheduled bank drawn in favour of Account Officer (Cash) O/o GM BSNL Bilaspur BA.**

(ii) E-Tender Processing Fee (Non refundable) online through IPG (Credit/Debit card) & Net Banking if applicable.

(iii) The tender shall be accompanied by Earnest money of **Rs. 6,080/- (Rupees Six Thousand Eighty) only** in the form of Banker's Cheque / fixed deposit receipt / demand draft of a scheduled bank issued in favour of **Account Officer (Cash) O/o GM BSNL Bilaspur BA**. 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 Rs. 5 lakh) or Rs. 25 lakh, 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.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. **The 'Cost of tender' and 'Earnest money' should be submitted through separate instruments.**

9.0 Submission of Eligibility Credential

i) a) Demand draft or pay order or Banker's cheque or deposit at Call Receipt or FDR against EMD, and Demand draft or pay order or Banker's cheque towards cost of bid documents shall be placed in single sealed envelope superscripted as **"Earnest Money, cost of Bid document"**.

b) "Proof of Submission of cost of Bid Processing fee" with name of work and due date of opening of the bid also mentioned thereon shall also be placed in same envelope as under i) (a) above.

ii) Copy of enlistment order and certificate of work experience and other documents as specified shall be scanned and uploaded on the e-Tendering web site within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as **"Other documents"**.

iii) Both the envelopes shall be placed in another envelop with due mention name of work, date and time of opening of bids and to be submitted in the **"Office of the Executive Engineer (Civil), BSNL Civil Division, Raj Kishore Nagar Telephone Exchange, IInd Floor, Bilaspur (Chhattisgarh), Pin 495006"** on or before last date & time of submission of technical bid as already mentioned in para 5.

Addition -----

Deletion-----

Correction-----

Overwriting-----

Contractor..... Engineer In Charge.....

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose earnest money Deposit, Cost of Bid document and e-Tender Processing Fee and other documents placed in the envelop are found in order.

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 (including GST Registration / EPF Registration) as stipulated in the bid document.
- 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.

- 10.0 Bidders 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 sub-soil (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 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,..... ShriResident 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 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 / financial bid shall remain open for acceptance for a period of **30 (Thirty) Days** from the date of opening of the financial bid. 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, within 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 Bid 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 award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender.

Addition ----- Deletion----- Correction----- Overwriting-----

Contractor..... Engineer In Charge.....

On issue of letter of award, the successful Tenderer/Contractor shall, within 30 days from such date, 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, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-8 as on website: www.civil.bsnl.co.in with up to date correction.
 - c) Agreement signed on non-judicial stamp 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 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 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 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.civil.bsnl.co.in with up to date correction slips as well as in the Divisional Office.
- 22.0 **Contractor shall have to submit an Undertaking:**
"If I/We do not submit the physical bid documents/ Technical Bid consecutively three times after submission of online bids, it shall be treated as breach of condition and action shall be taken to withdraw my/our enlistment/ debar me/us from tendering in BSNL for six months."

Note:

Kindly submit your bid online as this tender is invited through E-Tendering on or before date & time specified in NIT / Tender document. Bidders are advised to see the website till the date of opening of Tender for any amendment/ clarification/corrigendum/addendum. For further detailed information, kindly visit Website <https://etenders.gov.in/eprocure/app/BSNL>.

Signature and Name of Divisional Officer

(Chandra Sen Gupta)
Executive Engineer (Civil),
BSNL Civil Division,
Bilaspur
For & on behalf of Bharat Sanchar Nigam Limited.

File No. 25 (2)/2023-24/BSNL/CD/BILASPUR/131

Date : 24.04.2024

Copy to for wide publicity:

- (i) The Sr. Chief Engineer (C) BSNL Civil CG Zone, Raipur.
- (ii) The General Manager, BSNL Bilaspur BA, CG.
- (iii) The IFA to the General Manager Bilaspur BA, CG w.r.t. depute competent account person on Tender opening date please.
- (iv) The Executive Engineer (C) BSNL Civil Division, Raipur.
- (v) The Executive Engineer, CPWD, Raipur/Bilaspur.
- (vi) The SDE(C) BSNL Civil Sub-Division Raipur/Bilaspur/Bastar.
- (vii) The A.E. Postal Civil Sub-division, Raipur/Bilaspur.
- (viii) The AO (Cash) O/o the GM, BSNL Bilaspur BA.
- (ix) The SDE (P&D) BSNL Civil Division Bilaspur.
- (x) Notice Board.
- (xi) Web Site www.chhattisgarh.bsnl.co.in.

Executive Engineer (Civil)

Addition -----

Deletion-----

Correction-----

Overwriting-----

Contractor..... Engineer In Charge.....

Page 3 of 3