

BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE SUB-DIVISIONAL ENGINEER (CIVIL),
BSNL CIVIL SUB-DIVISION, Rourkela, PH: 0661-2600454

NOTICE INVITING TENDER

NIT ID No: 214-19 -19-01 Dated -03.10.2019

- 1.0 The Sub-Divisional Engineer(Civil), BSNL Civil Sub-Division, Door Sanchar Bhawan, 3rd.floor, Rourkela invites for and on behalf of Bharat Sanchar Nigam Limited for wax sealed item rate tender / e-tender, on behalf of B.S.N.L., for the following work(s) from eligible contractors from the approved list of BSNL, DOT, DOP, CPWD, MES, Railways, Local PWD(Building) & other allied departments of State PWD, which are eligible to tender in the respective state PWD Building works for the Civil wing works. The Central Govt. / State Government undertakings shall also be eligible for tendering. In case of Non-BSNL contractors, registered with any of the above said departments, only those are allowed who have been authorized to tender in Orissa state by their enlisting authority:

| Sl. No. | Name of Work | Estimated cost.(Rs) | Earnest Money (Rs) | Time Allowed for completion |
|---------|---|---------------------|--------------------|-----------------------------|
| 1. | Closing of windows and repairing of rolling shutter and provision of locking arrangement in Engine Room of Telephone Bhawan Sec-6, Rourkela . | 36381.00 | 728.00 | 01(One) Month |

- 1.1 The contractors shall submit attested copy of valid registration certificate with the appropriate authority, list of works successfully completed and attested copies of certificates/ testimonials from the Department concerned obtained from an officer not below the rank of Executive Engineer-in-charge of the work, while applying for issue of tender papers in the prescribed format for the work either obtained from the office of Executive Engineer(C), BSNL Civil Division Sambalpur or by downloading from the website www.orissa.bsnl.co.in/ . The Contractor shall have valid registration certificate with EPF authorities, if required as per note below, while applying for participation in tender.

Rules of enlistment of Contractor in BSNL 2009 are applicable.

Note: For works having estimated cost above Rs 5.00 Lakhs, the agency is mandatorily required to have registration with EPF authorities.

- 1.2 Tenders will be issued to eligible contractors provided they produce proof of their valid enlistment with the appropriate authority. For BSNL enlisted contractors no experience is required.
- 1.2.1 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 is:-
- 1.2.1.1 For works up to Rs. 7 Lakhs - Nil
- 1.2.1.2 For works above 7 lakhs and upto Rs. 5 Cr. the applicant should have successfully completed similar works as per details below during the last seven years ending last day of the month previous to one in which the tenders are invited:
- a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.

- b) Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.
Or
c) One similar completed work costing not less than the amount equal to 80 % of the estimated cost.

“SIMILAR WORKS”

Shall mean construction of Admin / Tech buildings & staff qtrs in RCC frame construction and / or load bearing construction including related sanitary / water supply installation works, road works, compound walls, Construction of Tower foundations / Tower Foundations with Tower Erection, Additions / Alterations / Repairs to Buildings and environmental works executed in Central Govt / State Govt. / Public sector undertakings will be considered as similar works.

- 2.0 Agreement shall be drawn with the successful tenderer on the prescribed Form No. BSNL W-7/8, which is available as a BSNL Publication/BSNL Web site www.orissa.bsnl.co.in. Tenderer shall quote his rates as per various terms and conditions of the said form, **(In case “Tender Documents” are downloaded from BSNL Website in which rates / percentage are to be quoted should be properly bound and wax sealed)** which will form part of the agreement.
- 3.0 The time allowed for carrying out the work will be **As per Para-1** from the 7th 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 - **YES**
OR
The site for the work shall be made available in parts as specified below:- N.A.
- 5.0 The last date of receipt of applications for issue of tender forms (In prescribed format / can also be downloaded from BSNL Website www.orissa.bsnl.co.in) and date of issue of tender forms will be as follows:
- I) Last date of receipt of application: **14.10.2019 up to 16.00 Hrs**
II) Last date of issue of tender forms: **15.10.2019 up to 16.00 Hrs.**
- (i) Tender documents consisting of plans, 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 by the Contractor whose tender may be accepted and other necessary documents, can either be down loaded from the BSNL website www.orissa.bsnl.co.in.
- (ii) **Rs. 177/- (Rupees One hundred and Seventy Seven)** only (including 18 % GST) as cost of tender paper (**Non refundable**) in demand draft/pay orders of a any Nationalized scheduled bank only drawn in favour of **“Accounts Officer (Cash) ,BSNL, Office of GMTD, Samabpur” and payable at Sambalpur .**
- (iii) and
- (iv) **Earnest Money of as per Para-1** in 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), BSNL O/O GMTD, Samabpur and payable at Sambalpur only**. 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 lakhs) 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.
- (v) The tender shall be accompanied by Earnest Money along with the cost of tender, if not paid earlier, as in the case of downloaded tender from website in the form as detailed at sub Para (ii) above.

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.

- 6.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at Para 9 below, will be **received by** the office of Sub-Divisional Engineer (Civil), BSNL Civil Sub-Division, Door Sanchar Bhawan, Rourkela up to **15.00 Hrs. on dated 16.10.2019** and will be **opened** by him or his authorized representative in his office on the **same** day at **15.30 Hrs.** After opening the main envelope 3, the envelope 1 containing the Earnest Money 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: 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.
- 7.0 The description of the work is as follows:
"As per para-1."
- 8.0 **Submission of Tender:**
Tender shall be submitted in following manner:-
- 9.1 In case the tender document is downloaded from BSNL website
- 9.1.1 "Earnest money plus cost of tender and eligibility credentials" 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 super scribed as "Tender".
- 9.1.3 The sealed envelope no. 1 & 2 as above containing "Earnest money 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 the Tenderer
- (iii) Last date of receipt of tender.
- 9.2 **In case Tender document is purchased from Div/ Sub-Div office.**
- 9.2.1 Proof for paying the cost of tender documents, 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 envelope no. 3.
- 9.2.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work.
- (ii) Name of the Tenderer
- (iii) Last date of receipt of tender.
- Note:** In case 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/ percentage are to be quoted should be properly bound and wax sealed. Loose/ Spiral bound submission (in case the tender is downloaded 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 above-mentioned 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 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 and 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 (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) and 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 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 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.
- 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 (Thirty)** days from the date of 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, 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 Tender (BSNL W-6) 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 successful tenderer/ contractor. After submission of 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. On issue of letter of award, the successful Tenderer/ Contractor shall, within 30 days from such date, formally sign the agreement consisting of:
- 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.
 - Standard BSNL W-7/8 as on website www.civil.bsnl.co.in
 - 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:
- 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 Account No. shall be quoted in the tender by the tenderer.
 - 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 the BSNL unit.
 - 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 the 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:
- Signing of the Agreement/ Contract by both the parties and.
 - Progress part 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 further purchase of tenders for a period of Six Months.
- 22.0 General conditions and contract for works in BHARAT SANCHAR NIGAM LIMITED are available on website www.civil.bsnl.co.in as well as in the Divisional/ Sub Divisional office.
- 23.0 The tender shall furnish a declaration to this effect (In case of downloaded tender) that no addition/ deletion/ correction have been made in the tender document submitted and it is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (Seal) of his firm/ organization
- 24.0 Payment to the contractor shall be released on receipt of the allotment from the competent Authority and no claim whatsoever for delay if any shall be entertained & no force should be applied by agency either by him/ them or through higher authority to JTO/SDE(C) for preparation of bills due to shortage staff.
- 25.0 As per rules applicable as on last date of submission of tender. The rate shall be inclusive of the GST liable to be paid by the contractor.

Sd/

Sub-Divisional Engineer (Civil),
BSNL Civil Sub-Division,
Rourkela

For and on behalf of the Bharat Sanchar Nigam Limited

No: TCSDR/I (4)/NIT/ 121

Dated: - 03 .10.2019

Copy to: - For display on Notice board for wide publicity:

1. The General Manager Telecom, BSNL SSA, Rourkela
2. The Chief Engineer(C), BSNL Orissa Zone, Bhubaneswar
3. The Superintending Engineer(C), BSNL Civil Circle, Sambalpur
4. The Executive Engineer(C), BSNL Civil Division, Sambalpur,
5. The Executive Engineer(C), PWD (R&B) Division, Rourkela
6. The Vigilance Officer, O/o the C.G.M.T., Bhubaneswar.
7. Notice Board

Sub-Divisional Engineer (Civil),
BSNL Civil Sub-Division, RKL.