

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt of India Enterprises)

**Executive Engineer (Civil),**

BSNL Civil Division,

IInd Floor, Admin Building, Karimabad, Surat.

**NOTICE INVITING e-TENDER****NIT No. : 01/2024-25/NIT/EE/Civil/SRT/****Dated : 20.04.2024**

- 1.0 Item rate e-tenders are invited on behalf of BHARAT SANCHAR NIGAM LTD (A Government of India Enterprise) from approved and eligible contractors of DOT / BSNL, Deptt of Post, CPWD, Gujarat State PWD (B&R), MES & Railways, having valid **EPF with ESI & GST registration** for following work :

S N	NIT No	Name of Work & Location	Estimated Cost put to bid (In Rs.)	Earn est money (In Rs.)	Period of Compl etion	Last date and time of submissi on of online bid	Last Date & Time of Physical submission of EMD, Cost of bid document & other Documents as specified in the NIT	Time & Date of Opening of Techni cal bid	Time & Date of Opening of Financial bid
1	2	3	4	5	6	7	8	9	10
1	<a href="#">01/2024-25/NIT/EE/Civil/SRT/</a>	Miscellaneous Civil Repair work in old TE building at Valsad under Surat BA. (2 <sup>nd</sup> Call)	3,50,812/-	7,020/-	02 (Two) Months	Upto 18:00 Hrs 01.05.2024	Upto 15:00 Hrs 02.05.2024	15:30 Hrs on 02.05.2024	11:00 Hrs on 04.05.2024

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

1.2. Criteria of eligibility for e-tendering for non-BSNL registered contractors :

1.2.1 For works up to Rs. 7 Lakhs - NIL

1.2.1.1 For works above Rs.7 Lakhs and up to Rs. 5 Cr. 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.

or

b) Two similar completed works costing not less than the amount equal to 60% of estimated cost.

or

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

For the purpose of this clause **Similar work means the work of construction of building/ Building maintenance and repair/ Addition and Alteration work/Tower foundation works/Tower foundation with erection work/Misc. RCC works/ Compound wall etc.** Work done for central/state government or central/state public sector units shall only be considered for eligibility.

2. Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-8 with upto date correction slips, which is available on BSNL website <https://www.civil.bsnl.co.in>, and <https://etenders.gov.in>. Bidders shall quote his rates as per various terms and conditions contained in The General Conditions of Contract for Civil Works 2006 (as amended upto date of NIT) which will form part of the agreement.

3. The time allowed for carrying out the work will be **2 (Two )** months from the **7<sup>th</sup>** 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. The site for the work is available or The site for the work shall be made available in parts.
  5. The bid document consisting of 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 can be seen from website [https:// www.civil.bsnl.co.in](https://www.civil.bsnl.co.in) and <https://etenders.gov.in>
    - (i) The last date of submission of bids online will be **01.05.2024** by 18:00 hrs.
    - (ii) The Date of submission of eligibility documents etc. and EMD, Tender fee will be **02.05.2024** by 15:00 hrs. at BSNL, Civil Division, Surat.
    - (iii) Documents will be opened by EE (Civil), Surat in his office in the presence of bidders who may be present at 15:30 Hrs. on **02.05.2024**.
    - (iv) The date of opening of e-tenders (financial bid) will be **04.05.2024** by 11:00 hrs for eligible tenderers.
  6. 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.
  7. 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 time and date of submission of bid as notified.
  8. Earnest money in form of banker cheque/deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank (drawn in favour of **Accounts Officer (Cash), O/o The PGM TD, BSNL, Surat** payable at **Surat** shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the **Executive Engineer (Civil), BSNL Civil Division, Surat**. 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 and balance in shape of Bank Guarantee of any scheduled bank which is to be scanned and uploaded by the intending tenderer.
- Interested contractors who wish to participate in the bid had also to make following payments, details are to be scanned and uploaded to the e-Tendering website within the period of bid submission. Tenderers have to submit the tender in the following manner:
- (i) Cost of Bid document :- **Rs. 590/- (Rupees Five Hundred Ninety Only)** drawn in favour of **Accounts Officer (Cash), O/o the PGM TD, BSNL, SURAT** payable at **Surat** in the form of Demand Draft/Pay Order/Banker's Cheque of any scheduled bank (Non refundable).
  - (ii) Earnest Money Deposit :- **Rs 7,020/- (Rupees Seven Thousand Twenty only)** drawn in favour of **Accounts Officer (Cash), O/o the PGM TD, BSNL, Surat** payable at **Surat** in the form of Demand Draft / Pay Order / Banker's Cheque / Deposit at Call Receipt / Fixed Deposit Receipt (FDR) of any scheduled bank.
  - (iii) **In case of MSE (Micro & Small Enterprise) bidder. valid MSE Certificate / Udhyan Registration certificate, broadly covering the tendered equipment/services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.**
  - (iv) Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or FDR against EMD, cost of bid documents and copy of e-payment for cost of bid processing fee shall be placed in single sealed envelope superscripted as **"Earnest Money, Cost of Bid Document"**
  - (v) Copy of enlistment order and certificate of work experience and other documents specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as **"Other documents"**.
  - (vi) Both the envelopes shall be placed in another envelop with due mention of 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, Surat** within prescribed time and date.
  - (vii) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose earnest money deposit, cost of bid document and other documents are found in order.

9. The bid submitted shall become invalid and cost of bid shall not be refunded if,
- (i) The bidder is found ineligible.  
The bidder does not upload all the documents as stipulated in the bid document. However if he either has submitted hard copy or soft copy of the eligibility document in full, the tender shall be considered valid.
  - (ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically same would be got clarified by the contractor immediate with original documents at the time of opening of documents in the office of the tender opening authority.
10. General conditions of works in **BHARAT SANCHAR NIGAM LTD** are available on website <http://www.civil.bsnl.co.in> as well as in the Divisional / Sub divisional Office. 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. 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 & plants, water, electricity, access, facilities for workers 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 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. 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 are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. 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. 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. 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 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. 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 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.
16. 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 Earnest Money as aforesaid.
17. In case of works having estimated cost upto and including 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 work of estimated to cost above Rs.15,00,000/- , 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. 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 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. On issue of letter of award, the successful Tenderer / Contractor shall, within 15 days from such date, formally sign the agreement consisting of :
  - (i) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, additional condition for tower works with annexure & special conditions forming part of the tender as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard BSNL W7/8 as available on Website <http://www.civil.bsnl.co.in> as well as in Divisional / Sub Divisional office.Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below :
  - (i) 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.

- (ii) 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.
- (iii) 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.
- (iv) 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. First running account bill shall be paid only after
- (i) Signing of the Agreement / Contract by both the parties, and
- (ii) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- (iii) Submission of EPF registration to Engineer in charge.
21. Successful contractor shall comply with the relevant conditions of EPF & Misc. Provisions Act 1952, Employees Provident Fund Scheme 1952 by maintaining, producing and submitting various documents when demanded showing details of employees / labours engaged, duration of their engagement, amount of wages paid to such labours / employees for the relevant period, amount of EPF contribution (both employer's / labour's contribution) for the duration of engagement and proof of payment of the same to concerned EPF authority etc.
22. If any terms and conditions under General Rules and Directions are in contravention to terms and conditions as above, the terms and conditions as above shall prevail.
23. **The rate quoted by the agency shall be inclusive of all taxes, levies and Cess including goods and service tax (GST). The work shall come under work contract with applicable GST rate of 18%. BSNL shall not entertain any claim in respect any tax on input material or any tax on work contract.**
24. Provisions of levy and taxes payable by contractor specified in clause 37(i) and clause 38(i) of contract shall now be substituted with goods and service tax instead of changed pre GST regime taxes.
25. The rates quoted by the agency shall also be inclusive of 1% ( one percent) Cess on the work done and shall be recovered from running / final bill as applicable on the building and other construction workers welfare Cess Act, 1996 due to introduction of "The Building and other Construction Works Regulation of Employment and Conditions of Service Act 1996".

**(Signature & Name)**  
**Executive Engineer (Civil)**  
BSNL Civil Division, Surat.  
For & on behalf of Bharat Sanchar Nigam Ltd

**File No. : NIT/2024-25/EE/Civil/SRT/**

**Dated : 20.05.2024**

**Copy to for kind information please :**

1. The Chief Engineer (Civil), BSNL, Gujarat Civil Zone, Ahmadabad
2. PS to GM, Surat BA.
- 3-5 The Executive Engineer(Civil) BSNL Civil Division, Vadodra / Ahmedabad / Rajkot.
- 6-15 The Sub-Divisional Engineer (Civil), BSNL, Civil Sub-Division-I & II, Surat / Valsad / Vadodra / Ahmedabad / Mehsana / Rajkot / Junagadh / Bhuj / Palanpur
- 16 The Accounts Officer (Cash), O/o GM, Surat.
- 17 The Indian Contractors and Builders Associations, Surat.
- 18 Gujarat Intranet Tender Site : gujarat.
- 19 Notice Board of Division Office.