

# **BID DOCUMENT**

## **SECTION – I**

### **TECHNICAL BID**

**for**

**Providing and laying paver block footpath at Food Court.**



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
KOLKATA (IISER Kolkata)**

Mohanpur – 741 246

Tel. No: 033 6634 0051

**NOTICE INVITING TENDER**

ANNEXURE - I

**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता**  
**INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) KOLKATA**  
Mohanpur Campus, Mohanpur – 741246  
Dist. Nadia, West Bengal

No. : IISER-K/Civil/23-24/05

Date: 14.08.2023

**TENDER DOCUMENT**

1. The Assistant Executive Engineer, civil on behalf of the Director, IISER Kolkata, invites single bids through our website portal from eligible contractors for the work mentioned below.

<b>Name of work:</b>	<b>Providing and laying paver block footpath at Food Court.</b>
<b>NIT NUMBER</b>	: IISER-K/Civil /23-24/05
<b>Estimated Cost</b>	: Rs.1,49,941.00
<b>Cost of Tender paper</b>	: Rs. 500.00
<b>Earnest Money</b>	: Rs.3000.00
<b>Stipulated period of work</b>	: 30 days

**Date and Schedule**

SL No.	Particular	Date	Time
1	Publishing date	14.08.2023	After 17.00Hrs.
2	Document Sale Start Date	14.08.2023	After 17.00Hrs.
3	Document Sale End Date	01.09.2023	Up to 17.00 Hrs.
4	Bid Submission End Date	01.09.2023	Up to 17.00 Hrs.
5	Bid Opening Date	04.09.2023	After 11.00 Hrs.

2. Tender documents may be downloaded from the Institute website (<http://www.iiserkol.ac.in/announcements/tenders>) w. e. f. 14.08.2023 to 01.09.2023. Tender should be submitted online along with valid documents of eligibility criteria within the date mentioned above.
3. The Bidders shall submit the tender documents duly filled in and digitally signed and stamped by the authorized signatory on each and every page. **Tenders not submitted in the prescribed form and as per the terms and conditions stated in the Annexure – I shall be liable for rejection.**
4. The Director, Indian Institute of Science Education & Research, Kolkata shall be the “Accepting Authority” hereinafter referred to as such for the purpose of this Contract.

**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता**  
**INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) KOLKATA**

Mohanpur Campus, Mohanpur – 741246  
Dist. Nadia, West Bengal

**TERMS AND CONDITIONS OF THE TENDER**

**1. COST OF TENDER FORM**

The Bidder should deposit the cost of tender paper through NEFT/RTGS separately in the Bank Account number given below and obtain acknowledgment of the transactions. A self signed copy of these acknowledgments should be submitted with the tender documents. Tenders not accompanied by **Cost of Tender in the prescribed form shall be summarily rejected.**

NAME OF THE ACCOUNT HOLDER: IISER KOLKATA  
ACCOUNT NUMBER: 089301000011530  
IFS CODE OF THE BRANCH: IOBA0000893  
BANK NAME: INDIAN OVERSEAS BANK, SALT LAKE CITY

**2. BIDDERS ELIGIBILITY**

**2.1 Credential:**

- Those who have completed three civil works of value not less than 40% of the estimated cost put to tender, or
- Those who have completed two civil works of value not less than 50% of the estimated cost put to tender, or
- Those who have completed one civil works of value not less than 80% of the estimated cost put to tender, all amounts rounded off to a convenient figure, in the last Five year ending of the last day of the month previous to the one in which the tenders are invited.
- The Bidders are supposed to fulfil the terms and conditions given in the Tender Form. **Bidders not fulfilling the said requirement shall not be considered.**

**3. EARNEST MONEY DEPOSIT**

The Bidder should deposit the EMD through NEFT/RTGS separately in the Bank Account number given below and obtain acknowledgment of the transactions. A self signed copy of these acknowledgments should be uploaded with the online Bid.

NAME OF THE ACCOUNT HOLDER: IISER KOLKATA  
ACCOUNT NUMBER: 089301000011530  
IFS CODE OF THE BRANCH: IOBA0000893  
BANK NAME: INDIAN OVERSEAS BANK, SALT LAKE CITY BRANCH

**4. SECURITY DEPOSIT**

10% of the value of the Bill quantity as Security Deposit will be deducted from the bill during payment and the same will be return after successful completion of maintenance guaranty period of six month or as mentioned in the work order from the date of completion.

## 5. DEADLINE FOR RECEIPT OF THE TENDER

Unless otherwise specified in the Tender Form, your Tender copy with relevant documents must reach this office before **Bid opening date and time as mentioned above.**

## 6. VALIDITY PERIOD OF TENDERS

- a) The Tenders submitted shall remain valid for acceptance for a period of 120 days from the date of opening of the Tender. If any Bidders withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, Kolkata, then the IISER, Kolkata shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. In that case Bidders shall not be allowed to participate in the re-tendering process of the work.
- b) The rates quoted in the tender shall remain valid for acceptance for 120 days from the date of submission of tender. The accepted rate shall remain valid during currency of contract. No escalation of price in any event and manner shall be allowed during the contractual period.
- c) In case the Bidders fail to meet the requirement/ quality of works for IISER Kolkata, earnest money/security deposit shall be liable to be forfeited. Thereafter, IISER Kolkata shall have right to get the required quantities of materials from any other Bidders or source without any notice.

## 7. PRICES

- a) The rate must be quoted for each item separately as shown in the BOQ (Schedule of Items) inclusive of education cess, excise duty and any other expenses and cash discount, if any. The GST and carriage rate, if any, may also be included in the rates. The rates quoted in any other form shall not be considered. If no rate is specified, it will be treated as nil. If the Bidder wants to offer any discount, the same should be included in the basic rates. The cash discount offered separately shall not be considered.
- b) The Tender form and other document, if any, may be filled in **English** and all entries must be typed or hand-written in ink clearly readable. Overwriting of rates is not permitted. The corrections, if any, should be attested by the Bidders with their signatures.
- c) The IISER Kolkata shall not entertain any increase in the rates during the validity period of Tender stated at Para-6. However, in the event there is a reduction in Government levies/duties during the period of order, corresponding benefit of reduction shall be passed on to the IISER Kolkata. Accordingly in case of any increase in levies/duties during the period of order, the payment of such increase shall be made to the Bidders.

## 8. SUBMISSION OF TENDER

Bidders are required to submit the hard copy of the Tender documents. Tender documents duly filled in and signed and stamped by the authorized signatory on each and every page with his offer in one Cover. The Cover shall consist of following:

- i) **Cost of Tender Form** – As mentioned in the item No.1
- ii) **Earnest Money** – As mentioned in the item No.3.
- iii) **Annexure I and II** – Each page of the Annexure shall be signed and stamped by the authorized signatory.

## NOTICE INVITING TENDER



iv) **Other Documents** –

- a) Photo copy of GST Registration Certificate.
  - b) Photo copy of PAN Card.
  - c) Photo copy of IT Return for the last three financial years.
  - d) Photo copy of Trade licence
  - e) Photo copy of Credential certificate as mentioned in the item No. 2
  - f) Photo copy of ESI and PF registration certificate
  - g) They should have been active business in the last three years.
- v) BOQ (Schedule of Items) duly typed or clearly filled, signed and stamped by the authorized signatory.

ALL DOCUMENTS SUBMITTED SHOULD HAVE THE SIGNATURE, DATE AND SEAL OF THE AUTHORISED SIGNATORY.

Bid duly sealed and super scribed as **Bid for “Providing and laying paver block footpath at Food Court..”**Duly sealed Bid Documents may be sent also to the **Despatch Section, Administrative cum Academic Complex, IISER Kolkata, Mohanpur – 741246** before the Bid opening date and time. Institute will not be liable or responsible for any postal delay.

**Bids not submitted in the prescribed manner and without the desired documents shall be summarily rejected.**

### **9. OPENING AND EVALUATION OF TENDER**

- a) The Bidders or their authorized representatives may, if they so desire, be present at the opening of the Tenders at the time and date specified in the open tender.
- b) In the event of the specified date for the opening of Tender is declared a holiday or due to any circumstances, if the Tenders could not be opened on the specified date by the IISER Kolkata, the Tenders will be opened at the appointed time and location on the next working date.
- c) The envelope containing the Bid shall be opened on the prescribed date after opening the seal of outer cover. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority. Financial bid of qualified bidders shall then be opened at notified time, date and place in presence of bidders or their representatives.
- d) Incomplete, ambiguous and Conditional tender shall be rejected. If any Tender does not contain earnest money in the manner prescribed in the tender documents, then that tender will be rejected and the Bidders will be informed accordingly. All other valid Tenders shall be considered for further process.

### **10. RIGHT OF ACCEPTANCE**

- a) The Institute is not bound to accept the lowest quoted rate of any item, because the quality of works vis-a-vis quoted rates shall be the main criteria in the selection of works by the competent authority.
- b) Canvassing in any form at any stage shall be a disqualification and the Institute reserves the right to reject the Tender of such party without assigning any reason.

## NOTICE INVITING TENDER



- c) The IISER Kolkata reserves the right to either accept or reject any or all the Tenders and accept the whole or any part of any Tender without assigning any reason. The competent authority on behalf of the Director, IISER-KOLKATA reserves to himself the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
- d) Submission of a tender by a Bidders implies that he/she has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works
- e) Any addendum so issued shall be part of the tender documents as well as Contract document and shall be communicated in writing or by email / fax to all the purchasers of the tendering documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to the IISER, Kolkata. Original addendum issued by IISER, Kolkata duly signed should be submitted along with tender documents

### **11. COMMUNICATION OF ACCEPTANCE**

Acceptance of terms and conditions of Tender by the Bidder shall be conveyed to IISER Kolkata by the way of signing and stamping the letter as per the format given in Annexure II. In the case of successful Bidders, acceptance of order shall be given to understand that the Bidders is willing and agree to execute the required quantity and quality of works during the validity period of Tender. No separate contract shall be signed.

### **12. TERMS OF EXECUTION**

- a) Bidders have to ensure that the complete stock of materials, used in the work as per the standard laid down by the IISER Kolkata and BIS.
- b) The Bidders shall be responsible for all losses and damages from any cause whatsoever while the work is going on or are in the course of transact to the IISER Kolkata. The Bidders shall alone be responsible to make claim against transportation carrier or loss or damage of the goods. The cost of the transit insurance should be borne by the Contractor.
- c) Before Bidding, the Bidder(s) may visit the site, at their own cost, to satisfy themselves about the local conditions and constraints and other matters. The Bidder shall be presumed to have carefully examined Drawings, General Conditions, Technical Specifications, IS Specifications, BOQ etc. and to have fully acquainted themselves with all details of site location, work front, site constraints, communications, underground utility services, materials, labours, water supply position, electricity and any other general information pertaining to and needed for the work to be completed within stipulated period, and shall quote accordingly taking all these factors into account. No claim whatsoever on the ground of insufficient knowledge about the work site or local condition will be entertained.
- d) The time allowed for carrying out the work will be **30 days** from the date of start from the first date of handing over of the site.

### **13. INSPECTION OF PAPER**

- a) The work made by the Bidders shall be physically verified as per the set norms by the Competent Authority of the IISER Kolkata. The decision of the Competent Authority of the IISER Kolkata shall be final and binding.
- b) The Bidder or their representative should also be present at the time of physical verification of materials. At the same time, materials shall be taken out at random for the testing.

- c) In case of any variation in quality or specifications in the supply, the complete stock of materials to be used in the work may be liable for rejection. In case of minor variations, IISER Kolkata may consider to accept the supplies after imposing appropriate penalties to be decided by the Director, IISER Kolkata.
- d) Bidders shall have to lift the rejected stock of materials at his own cost on “as is where is basis” within a period of 07 days. The Bidders shall have no claim on the rejected materials if the same is not lifted within a period of 07 days and thereafter.

**14. PAYMENT**

- a) Payment shall be made on Work Order basis only on satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily and submission of bill by the firm.
- b) Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under the work order/ contract. Such amounts shall be decided by the IISER Kolkata and shall be binding on the contractor.

**15. LIQUIDATED DAMAGE**

For any delay in completion of the work beyond the stipulated period, liquidated damages @1% per week on contract sum shall be recovered from your bill subject to a maximum of 10% of contract sum.

**16. ANNUAL TURN-OVER**

They should have been active business in the last three years.

**18. ARBITRATION CLAUSE:**

- a. All disputes or differences arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award, made in pursuance thereof shall be binding on the parties.
- b. In event of any dispute the arbitration sitting shall be in Kolkata only. The courts of West Bengal only shall have jurisdiction to entertain the matter and not in any other place. The expenditure of arbitration if any will be equally borne by both the parties. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the arbitration proceedings shall be bare by each itself



# NOTICE INVITING TENDER



## ANNEXURE – II

### ACCEPTANCE OF TERMS AND CONDITIONS BY THE BIDDER

To  
The Director  
IISER Kolkata  
Mohanpur – 741246

**Sub:** Submission of Tender for the work of “**Providing and laying paver block footpath at Food Court..**”

NIT No. IISER-K/Civil/23-24/05      Date. 14.08.2023

Dear Sir,

With reference to your notice inviting tender, I/We hereby agree to the complete work detailed in the Annexure III or such portion thereof as you may specify in the acceptance of Tender at the price given in the Annexure III and agree to hold this offer open as per terms and conditions stated in Annexure I. I/We have understood the terms and conditions of the Tender as given in the Annexure-I (Clause 1 to 18) and accept the same. I/We have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature and quality of the work required and my/our offer is to execute the work strictly in accordance with the requirements.

**It is certified that we have not been black-listed in any of the Government Department.**

A NEFT/RTGS (No. \_\_\_\_\_) dated \_\_\_\_\_ drawn on \_\_\_\_\_  
(Rupees \_\_\_\_\_) for \_\_\_\_\_ Rs. \_\_\_\_\_  
) as **Earnest Money** is enclosed.

The following pages have been added to and form part of this Tender.

\_\_\_\_\_  
\_\_\_\_\_

Signature with stamp

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**[SIGNATURE OF THE BIDDER]**

Name of the firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

DECLARATION FOR EXEMPTION OF EMD

**To  
The Director  
IISER Kolkata  
Mohanpur - 741246**

**Sub: Submission of Tender for the work of “Providing and laying paver block footpath at Food Court..”**

NIT No. IISER-K/Civil/23-24/05

Date: 14.08.2023

Dear Sir,

I/we shall be suspended for one year and shall not be eligible to bid for IISER Kolkata tenders from date of issuance of suspension order, in the following instances:

1. If after the opening of the tender, I/we withdraw or modify the bids during the validity period of tender specified in the tender document.
2. If, after the award of work, I/we fail to sign the contract, or to submit the performance security before the deadline in the NIT documents.

Signature with stamp

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**[SIGNATURE OF THE BIDDER]**

Name of the firm: \_\_\_\_\_

Address: \_\_\_\_\_

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**Format for Self Certification under preference to “MAKE IN INDIA”  
policy**

**Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we **M/S .....** are local supplier meeting the requirement of minimum local content i.e., **...50....%** as defined in above orders for the material against IPR Enquiry / Tender No. ...**IISER-K/Civil/23-24/05** ..... dated 14.08.2023.... Details of location at which local value addition will be made as follows: **-NA-----**.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You,

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Signature with date:

Name:

Designation:

Official Seal:

**OFFICE MEMORANDUM**

**Subject: Additional Performance Security in case of Abnormally Low Bids (ALBs).**

The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

2. In this context, it is noted that Additional Performance Security in case of Abnormally Low Bids (ALBs) is being taken from the contractors by various Ministries/ Departments though there is no provision for the same in General Financial Rules (GFRs) 2017 or the Manuals for Procurement issued by this Department.

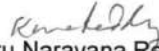
3. As per para 7.5.7 of the Manual for Procurement of Goods 2017 issued by this Department, *an Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.*

4. In view of above, **it is reiterated that no provisions should be kept in the Bid Documents regarding Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids.**

5. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with

the approval of the next higher authority to the authority competent to finalise the particular tender, or the Secretary of the Ministry/ Department, whichever is lower.

6. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc.

  
(Kotluru Narayana Reddy)  
Deputy Secretary to the Govt. of India  
Tel: 24621305  
Email: kn.reddy@gov.in

To,

All the Secretaries and Financial Advisers to Government of India

Copy to: Secretary, Department of Public Enterprises with a request to issue the same instructions to Central Public Sector Undertakings (CPSUs).

## B O Q

**Name of work :- Providing and laying paver block footpath beside Food Court**

<b>It. No.</b>	<b>Sub-heads and items of work</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>	<b>Remarks</b>
1	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	215	sqm			
2	Laying old cement concrete interlocking paver blocks of any design/ shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge. (Old CC paver blocks shall be supplied by the department free of cost).	215	sqm			
3	Brick edging 7cm wide 11.4 cm deep to plinth protection with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 including grouting with cement mortar 1:4 (1 cement : 4 fine sand	240	mtr			

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