



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

**TENDER DOCUMENT FOR**

**RESTORATION OF THE CONVOCATION GROUND/ ATHLETIC GROUND- GENERAL LEVELLING AND DRESSING, ARRANGEMENT AND PLANTATION OF DURBA GRASS OF IISER KOLKATA (2<sup>ND</sup> PHASE)**

**Estimated Cost:** Rs.17,99,100.00 (Rupees Seventeen lakh ninety-nine thousand one hundred only)

**Earnest Money:** Rs. 35,982.00 (Rupees thirty-five thousand nine hundred and eighty two only)

**Performance Guarantee:** 5% of the Work Order value

**Cost of Tender paper:** Rs. 500/- (One five hundred only) - Non – refundable

**Stipulated date of completion of work:** 150 (One hundred fifty) days.

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**PART – I: TECHNICAL BID**

- \* NIT NO.: IISER-K/R&D /24-25/06
- \* Date of Publishing of tender: 26.12.2024
- \* Time and Date for opening of financial bid\*\*\* (after scrutiny of Technical Bid)
- \* Tender forms and other details can be obtained from the website [www.eprocure.gov.in](http://www.eprocure.gov.in).

DATED: 26.12.2024

## NOTICE INVITING TENDER

- 1) The, Associate Dean, Horticulture IISER KOLKATA on behalf of the Director, IISER Kolkata, invites **online bids** in two bid system through e-Tendering portal from enlisted/eligible contractors from CPWD/PWD/MES/KMDA/Railway/others Government Department and or other bonafide agencies meeting the qualification criteria for the work mentioned below.

**Name of work: Restoration of the Convocation Ground/ Athletic Ground - General Levelling and dressing, arrangement and plantation of Durba Grass of IISER Kolkata (2nd Phase)**

- **NIT NUMBER:** IISER-K/R&D /24-25/06
- **Estimated Cost:** Rs. 1799100.00 (Rupees Seventeen lakh ninety-nine thousand one hundred only)
- **Cost of Tender paper:** Rs. 500.00 (Rupees five hundred only)
- **Performance Guarantee:** 3% of the Work Order value
- **Stipulated period of work:** 150 (One hundred fifty) days.
- **Date and Schedule**

SL No.	Particular	Date	Time
1	Publishing date	26.12.2024	After 18.00 Hrs.
2	Document Sale Start Date	26.12.2024	After 18.00 Hrs.
3	Document Sale End Date	09.01.2025	Up to 15.00 Hrs.
4	Bid Submission Start Date	26.12.2024	After 18.00 Hrs.
5	Bid Submission End Date	16.01.2025	Up to 15.00 Hrs.
6	Bid Opening Date	17.01.2025	After 15.00 Hrs.

- 2) The Bidder should deposit the cost of tender paper of Rs. 500.00 (Non-Refundable) 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 Technical Bid.
- 3) The Earnest money should also be deposited 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 Technical Bid.

**4) BIDDERS MINIMUM ELIGIBILITY:****A. Credential:**

- a) Those who have completed three similar works of value not less than 40% of the estimated cost put to tender, or
- b) Those who have completed two similar works of value not less than 50% of the estimated cost put to tender, or
- c) Those who have completed one similar works of value not less than 80% of the estimated cost put to tender executed under Central/State Government Department / Central/State Autonomous Body / Central/State Public Sector Undertaking in the last seven years ending of the last day of the month previous to the one in which the tenders are invited.

***Similar work shall mean: Restoration of the Ground, General Levelling and dressing, Arranging of Durba Grass, Plantation of Durba Grass or Civil works, etc.***

***Completion Certificate issued by Competent Authority will only be considered as credential. Certificate by private individuals / Organisation for whom such works have been executed shall not be accepted. Credential of work done through subletting (may be in Govt. Deptt also) will also not be considered.***

- B.** Average annual turn-over during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the approximate estimated amount put to tender.
  - C.** Provisions made vide Office Memorandum no. F.9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, GoI included in Annexure- III shall form a part of the NIT.
1. The successful bidder will enter into agreement with IISER Kolkata as per the standard format given in the tender on a Rs. 100 non-judicial stamp papers as per prevailing Stamp Act of the State within 10 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.
  2. Tender documents may be downloaded from the official website of Central Public Procurement portal (<http://eprocure.gov.in/eprocure/app>) w. e. f. 26.12.2024 to 09.01.2025. Tender should be submitted online along with valid documents of eligibility criteria within the date mentioned above.
  3. The Bidders shall **upload** the tender documents in the **CPP portal** 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.
  5. E-procurement system is date and time locked. The System will not accept any bid after the scheduled date and time of submission of Bid.

Sd/-

**Associate Dean, Horticulture  
IISER Kolkata**

## 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 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, SALLAKE CITY BRANCH

## 2. 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, SALLAKE CITY BRANCH

## 3. BIDDERS ELIGIBILITY

## 3.1 Credential:

- A. Those who have completed three similar works of value not less than 40% of the estimated cost put to tender i.e, **Rs. 7,19,640.00** or
- B. Those who have completed two similar works of value not less than 50% of the estimated cost put to tender i.e, **Rs. 8,99,550.00** or
- C. Those who have completed one similar works of value not less than 80% of the estimated cost put to tender i.e, **Rs. 14,39,280.00**, executed under Central/State Government Department / Central/State Autonomous Body / Central/State Public Sector Undertaking in the last Five year ending of the last day of the month previous to the one in which the tenders are invited.

**Similar work shall mean: Restoration of the Ground, General Levelling and dressing, Arranging of Durba Grass, Plantation of Durba Grass or Civil works, etc.**

**Completion Certificate issued by Competent Authority will only be considered as credential. Certificate by private individuals / Organisation for whom such works have been executed shall not be accepted. Credential of work done through subletting (may be in Govt. Deptt also) will also not be considered.**

- D. 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.**
- E. Average annual turn-over during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the approximate estimated amount put to tender

#### 4. VALIDITY PERIOD OF TENDERS

- a) The Tenders submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the Tender. If any Bidder 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 IISER Kolkata, then IISER Kolkata shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money as aforesaid. In that case Bidders shall not be allowed to participate in the re-tendering process and all other tendering process of the Institute for next One year.
- b) The rates quoted in the tender shall remain valid for acceptance for 90 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, 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.

#### 5. 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.

#### 6. SUBMISSION OF TENDER

The two bid (**Technical Bid and Financial Bid**) system will be followed for this tender. In this system the bidder must submit his offer through **online bid** system **only** in the CPP portal. The Technical Bid will be opened first and after necessary scrutineer of the Technical Bid, Financial Bid will be opened

for the technically eligible bidder. Bidder is not 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 should be uploaded in the CPP portal only.

The **Technical Bid** shall consist of following:

- i) **Earnest Money** – As mentioned in the item No.2.
- ii) **Cost of Tender Form** – As mentioned in the item No.1.
- iii) **Annexure I and II** – Each page of the Annexure shall be signed and stamped by the authorized signatory.
- iv) **Other Documents (scanned and uploaded)** –
  - 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 with profit and loss account statement.
  - d) Photo copy of Trade licence
  - e) Photo copy of Credential certificate as mentioned in the item No. 3
  - f) Photo copy of ESI and PF registration certificate

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

The Financial Bid shall consist of following:

- (i) BOQ (Schedule of Items) duly typed or clearly filled, signed and stamped by the authorized signatory.
- (ii) Form of Tender as an acceptance to the terms and conditions set in the tender

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

## **7. 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 online Technical Bid shall be opened first on the prescribed date. Eligibility related documents shall be evaluated and parties will be qualified /disqualified by the competent authority based on available documents. Financial bid of qualified bidders shall then be opened at notified time, date and place in presence of bidders or their representatives if any present.
- d) Incomplete, ambiguous and Conditional tender shall be rejected. If any Tender does not contain earnest money and cost of tender document 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.

#### **8. 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.
- 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

#### **9. 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.

#### **10. 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.



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.

- c) The time allowed for carrying out the work will be 150 (**One hundred fifty**) days from the date of start from the first date of handing over of the site.
- d) The contractor should take necessary Insurance policy.

#### 11. INSPECTION

- 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.

#### 12. PAYMENT

- a) Payment shall be made on RA bill 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.
- c) The Contractor shall submit the bills along with the accepted and jointly recorded measurement sheets duly certified by the Engineer in Charge.



**13. 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.

**14. ANNUAL TURN-OVER**

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

**15. ARBITRATION CLAUSE:**

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. 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

**16. PERFORMANCE GUARANTEE AND SECURITY DEPOSIT:**

The successful bidder shall deposit an amount equal to 3% of the tendered and accepted value of the work as a Performance Guarantee in the form of BG from a scheduled Bank. The time allowed for submission of the performance guarantee shall be 15 days of receiving "Letter of Acceptance". BG should be valid until a date 60 days from the date of issue of the Completion Certificate.

**17. SPECIAL CONDITION DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC:**

- a. The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or any of his employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.
- b. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state, so contractor will take the **CAR (Contractors All Risk Policy) for insurance equal to the amount of issued work order for this work** for his persons employed at site and for third party. Insurance is compulsory and must be affected from the

very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

- c. The agency should also follow all the Acts pertaining to execution of works including Workmen Compensation Act, Minimum wages Act etc. and the agency should indemnify the Institute of any obligations arising out of breach of any such Act.
- d. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
- e. The Contractor should have necessary Labour License and comply with the Labour Laws as applicable

**18. Scope of Work: Restoration of the Ground, General levelling and dressing for ready to grass plantation, Arranging of Durba Grass, Plantation of Durba Grass, Watering, Allied Civil works, etc. to the entire Convocation/Athletic ground, Cleaning of rubbish/waste materials. Maintenance of grass for a period of 1 (one) month after the completion of durba grass plantation.**

**19. Sanctions for Violations**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Institute to take all or any one of the following actions, wherever required:-

- a. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- b. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the Institute and the Institute shall not be required to assign any reason therefore.
- c. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of One year, which may be further extended at the discretion of the Institute.

Sd/-

Associate Dean, Horticulture  
IISER Kolkata

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 “Restoration of the Convocation Ground/ Athletic Ground General Levelling and dressing, arrangement and plantation of Durba Grass of IISER Kolkata. (2<sup>nd</sup> Phase)”

NIT No. IISER-K/R&amp;D/24-25/06

Dt. 26.12.2024

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 17) 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: \_\_\_\_\_

\_\_\_\_\_

FORM A

## FINANCIAL INFORMATION

- I. Financial analysis details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five financial years duly certified by the chartered accountant as submitted by the applicant to the income tax department (Copies to be attached)

Gross annual turnover on construction works.

Profit/ loss.

Financial Years					
Amount					

- II. Financial arrangements for carrying out the proposed work.

Signature of the chartered accountant with seal

Signature of the bidder

FORM- B

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORK COMPLETED DURING THE LAST SEVEN YEARS  
ENDING PREVIOUS THAT OF LAST DATE OF SUBMISSION OF TENDERS

Sl no	Name of project/ location	Owner or sponsoring organization	Cost of work in crores (Rs.)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details	Name & address/ telephone no of the officer whom reference maybe made	Whether the work is done on back to back basis

- Indicate gross amount claimed and amount awarded by the arbitrator

\_\_\_\_\_  
Signature & Seal of the bidder

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

FORM- C

To

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Sub: NIT No.- **NIT No. IISER-K/R&D 24-25/..... Dt. 06.12.2024** for the work “**Restoration of the Convocation Ground/ Athletic Ground - General Levelling and dressing, arrangement and plantation of Durba Grass of IISER Kolkata (2<sup>nd</sup> Phase)**”

Dear Sir,

It is hereby declared that IISER Kolkata, is committed to follow the principal of transparency, equity and competitiveness in public procurement.

The subject NIT is an invitation to offer made on the condition that the bidder will sign the integrity agreement, which is an integral part of the tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

The declaration shall form part and parcel of the integrity agreement and signing of the same shall be deemed as acceptance and signing of the integrity agreement on behalf of IISER Kolkata.

Yours faithfully

Deputy Registrar

IISER Kolkata

No. F.9/4/2020-PPD  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division

512, Lok Nayak Bhawan, New Delhi  
Dated the 12<sup>th</sup> November 2020

**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).

## BILL OF QUANTITY

(To be filled up and signed on company letterhead and should be uploaded in the financial cover)

Name of work:- Restoration of the Convocation Ground/ Athletic Ground - General Levelling and dressing, arrangement and plantation of Durba Grass (2nd Phase)

It. No.	Sub-heads and items of work	Qty	No of days requirement	Working Hour	Rate per day for 8 (Eight) Hours (Rs.)	Total (Rs.)
1	Labour for levelling and deressing	20	35	8		
2	Labour for Durba Grass Arranging and Planting	20	60	8		
3	Labour for after plantation maintenance	4	32	8		
4	Supervisor / Consultation Charges	1	90			
5	Hire charge of Tyre Excavator for earth cutting , loading , uploading and surface dressing including all incidental charges of Excavator, cost of fuel, lubricants, driver salary etc paid by the contractor.	1	2	8		
6	Rotar	1	9	8		
7	Tractor	1	2	8		
8	Roller	1	15			
	<b>Saranjam (One time and total should be within Rs. 60,000) :</b>					
	Water Level Pipe (Thin)	2	300 Ft			
	Khurpi	20				
	Kodal (Full)	15				
	Kodal (Full)	10				
	Nirani	20				
	Hasua	10				
	Bag-Bosta	100				
	Dhama	30				
	Garden Pipe (Including T/Joined)		2000 ft			
<b>TOTAL VALUE OF THE OFFER INCLUDING ALL CHARGES AND TAXES</b>						

Seal and Signature of the Bidder