



No.1161/IDP-OUAT, Date: 28.09.2020

INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF
CIVIL WORKS UNDER SHOPPING PROCEDURES

To

Dear Sirs,

Sub: INVITATION FOR QUOTATIONS FOR REPAIR/ RENOVATION OF CLASS ROOMS AND OTHER FACILITIES AT OUAT

1. You are invited to submit your most competitive quotation for the **Works as given in Table 1**.
2. Government of India has received a financing from the International Bank of Reconstruction and Development (IBRD) towards the cost of the National Agricultural Higher Education Project (NAHEP) and intends to apply part of the proceeds of this Loan to eligible payments under the contract for which this invitation for quotations is issued.
3. The NAHEP project is being implemented by Indian Council of Agricultural Research (ICAR), which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
 - i. Detailed Bill of Quantities, with estimated rates and prices;
 - ii. Technical Specifications;
 - iii. Instructions to Bidders (in to sections);
 - iv. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by **4.00 PM of 8th October, 2020**.
6. Quotations will be opened in the presence of Bidders or their representative who choose to attend at 11.00 AM on 9th October, 2020 in the Conference room of CAET.
7. We look forward to receiving your quotation and thank you for your interest in this project.

Principal Investigator
IDP-NAHEP

Odisha University of Agriculture
and Technology, Bhubaneswar

Instructions to Bidders

SECTION - A

1. Scope of Works

The PI, IDP-NAHEP, OUAT, Bhubaneswar invites quotations for the construction of work as detailed in the table given below;

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
As enclosed item wise		

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder: The bidder shall provide qualification information which shall include:-

- Total monetary value of construction works performed for each year of the last 3 years:
- Income tax and GST clearance certificate
- Contractor license and PAN card:
- Report on his financial standing: and
- Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.
- Schedule F affidavit

3. To qualify for award of the contract the bidder:-

- Should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 5,00,000 in the last three years;
- Should possess valid electrical license for executing building electrification works (in the event of the work being sub-contracted, the sub-contractor should have the necessary license);
- Should possess required valid license for executing the water supply/ sanitary work (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

4. Bid Price

- The contract shall be for the whole work as described in the bill of quantities, drawing and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- The rates should be quoted in Indian Rupees only.
- Taxes should also be indicated, or else the taxes as applicable will be added for calculation of the total price.

5. Submission of Quotations

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

5.2 Each bidder shall submit only one quotation.

- 5.3** The quotation submitted by the bidder shall comprise the following: -
- (a) Quotation in the format given in section **B**.
 - (b) Signed Bill of Quantities: and
 - (c) Qualification information form given in Section B, duly completed.
- 5.4** The bidder shall seal the quotation in an envelope addressed to the **Principal Investigator, IDP-NAHEP, OUAT, Bhubaneswar**. The envelope will also bear the following identification:-
- (a) Quotation for _____(Name of the Contract)
 - (b) Do not open before 11.00 AM on 09th October, 2020.
- 5.5** Quotations must be received in the office of the Principal Investigator, IDP-NAHEP not later than the time and date given in the letter of invitation. If the specified date is declared holiday, quotations shall be received up to the appointed time on the next working day.
- 5.6** The quotations will be received only by speed post/ courier/ by hand.
- 5.7** Any Quotation received by the Principal Investigator, IDP-NAHEP after the deadline for submission of quotations will not be accepted.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 90 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of bidders or their authorised representatives who choose to attend on the date and time at the place specified in the letter of invitation.

- 8.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in 3 above;
- (b) are properly signed; and
- (c) conform to the terms and conditions, specifications and drawing without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- 10.1** Notwithstanding the above, the authority reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotation at any time prior to the award of contract.
- 10.2** In case of a tie, the authority reserves the right to award the contract to any of the bidder considering his previous work experience for execution of work at OUAT.
- 10.3** The bidder whose bid is accepted will be notified of the award of contract by the authority prior of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Principal Investigator, IDP-NAHEP, OUAT, Bhubaneswar the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. Period of Maintenance:

The “Period of Maintenance” for the work six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

SECTION – B

1. Format for Qualification Information.
2. Format for Submission of Quotation.
3. Format of Letter of Acceptance.

QUALIFICATION INFORMATION

1. For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of quotation.

[Attach copy]

1.2 Total value of Civil Engineering Construction work performed in the last Three year (in Rs. Lakhs)

	2017-18	
	2018-19	
	2019-20	

1.3 Work performed as prime contractor (in the same name) on work of a similar nature over the last three years.

Project Name	Name of Employer	Description of Work	Contract No.	Value of contract, (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed
1	2	3	4	5	6	7	8	9

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value Of Contract (Rs. Lakh)	Stipulated period of completion	Value Works remaining be completed (Rs. Lakh)	Anticipated date of completion
1	2	3	4	5	6	7

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

QUOTATION

Description of the Works:

To: Principal Investigator,
IDP-NAHEP,
OUAT, Bhubaneswar- 751003

Subject : Construction of

Reference : Letter No..... dated..... from.....

Sir,

We offer to execute the works described in your letter referred to above in accordance with the Conditions of contract enclosed therewith at percentage above/ below the estimate rates, i.e., for total Contract Price of –

Rs. _____ [in figures]**

Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation is valid for 90 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of signatory : _____

Name of Bidder : _____

Address : _____

** To be filled in by the Bidder, together with his particulars and date of submission at the of this Form.

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH WORK
(LETTER HEAD OF THE AUTHORITY)**

Dated: _____

To: _____ [Name and address of the contractor]

Dear Sirs,

This is to notify you that your Quotation dated _____ for execution of the _____ for the contract price of Rupees _____ [amount in word and figures], is hereby accept by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of..... (Employer) shall be valid till the expiry of the period of maintenance i.e. up to _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

**Draft Agreement form for
Construction through National Shopping**

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ Month _____ 2020, between the Principal Investigator, IDP-NAHEP or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as works) on the following terms and conditions.
2. **Cost of the Contract**
The total cost of the works (hereinafter referred to as the “total cost”) is Rs. _____ as reflected in Annexure -1.
- 3.1 **Payments under its contract:**
Payment in full to the second party for the repair/ renovation/ construction work will be released by the first party after satisfactory completion of work and due certification by the appropriate authority.
- 3.2 Payments will be made by the first party:
 - (a) on the second party submitting an invoice for an equivalent amount;
 - (b) on certification of the invoice by the engineer nominated by the first party with respect to quality of work in the format in Annexure-2.
4. **Notice by contractor to engineer**

The second party, on the works reaching each stage of construction, issue of a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion after due verification.
5. **Completion time**

The work should be competed in one month from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.
6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by suitable period:
 - (a) The first party does not give access to the site or apart there of by the agreed period.
 - (b) The first party orders a delay or does not issue completed drawings, specification or instructions for execution of the work on time.
 - (c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and form information provided to second party pr from visual inspection of the site.
 - (d) Payments due the second party are delayed without reason.
 - (e) Certification for stage completion of the work is delayed unreasonably.

7. Any wilful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 1000 per day which will be deducted from payment due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2% of the contract amount.

(Note: The amount of liquidate damages per day should be determined at 0.05% of the contract value of the works and indicated here).

8. Duties and responsibilities of the first party

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the work as per specification. This will include written guidelines and regular sit visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply specifications and guidelines to the second party for the proposed work.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at sit will submit the latest information include progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the sit on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instruction at the time of his site visit in a site register maintained by the second party. The second party will carry out the instruction and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviation rectified at the cost of the second party.

9. Duties and responsibilities of the second party

- 9.1 The second party shall:
- (a) take up the work and arrange for its completion within the time period stipulated in clause 5:
 - (b) employ suitable skilled person carry out the work:
 - (c) should not employ child labour
 - (d) should provide drinking water facility and separate toilets for men and women
 - (e) regular supervise and monitor the progress of work:
 - (f) abide by the technical suggestions/ direction of supervisory personnel including engineers etc. Regarding building construction;
 - (g) be responsible for brining any discrepancy to the notice of the representative of the first party and seek necessary clarification:
 - (h) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation:
 - (i) keep the first party informed about the progress of work:
 - (j) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party: and
 - (k) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personal deployed on the works as well as third party clams.

- (l) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall asses the quotation which shall be given within seven days of the request before the Variation is order.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the contract price which shall be based on Engineer's own forecast of the effect of the variation on the Contractor's cost.
- c) The second party shall not be entitled to additional payment for cost which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the letter of Acceptance and shall be issued in an amount and from and by a bank or surety acceptable to the Employer. The Performance Security shall be valid unit a date 28 days from the date of issue of the Certificate of Completion in the case of Bank Guarantee.

12. Termination

12.1 The Employer may terminate the contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of contract include, but shall not be limited to the following:

- (a) the contractor stop work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the contractor has become bankrupt or goes in to liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonable possible.

13. Payment upon Termination

13.1 if the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payment received up to the data of the issue of the certificate, less other recoveries due in terms of the contact, less taxes due to be deducted at source as per applicable law.

13.2 If the contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personal employer solely on the works, and the Contractor's cost of protecting and securing these works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

TABLE 1 DESCRIPTION OF WORK

Sl. No.	Brief Description	Approximate value of Works (Rs.)	Period of Completion
1	Renovation of Implement shed on IDP, NAHEP project in C.O.F. Rangeilunda, Berhampur under OUAT.	220970.00	One month
2	Renovation to E.I work at five Nos Toilets of College of Fishery, Rangeilunda	44181.00	One month
3	Renovation to EI work in IDP cell at University main building 2 nd floor, Bhubaneswar	318239.00	One month
4	Repair & Renovation of Toilets with P.H Fitting at College of Fishery Science , Rangeilunda under OUAT	221252.00	One month
5	Repair & Renovation to Classroom 2 (Such as false ceiling & colouring) in C.O.F. Rangeilunda, Berhampur	176483.00	One month
6	Renovation to Seminar room of College of Agriculture, OUAT, Bhubaneswar	107465.00	One month
7	Renovation to EI work at Seminar hall of College of Agriculture, OUAT, Bhubaneswar	113539.00	One month

Taxes as applicable will be extra

Annexure - I

BILL OF QUANTITIES

Sl. No.	Description of Work	Qty.	Unit	Estimated Cost		Amount
				In figure (Rs.)	In Words	
<u>Please See the additional documents "BOQ- OUAT"</u>						

Gross Total Cost: Rs.

We agree to execute the works in accordance with the approved drawings and technical specification at..... Percentage above/ below the estimated rates, i.e., for a total contract price of Rs..... (amount in figures) (Rs..... amount in words).

Signature of Contractor

Format of certificate

Certified that the works up to level in respect of construction of at has been executed in accordance with the approved drawing technical specifications.

Signature
Name & Designation
(Official address)

Place:

Date:

Office seal

SCHEDULE- F

AFFIDAVIT

1. Name of the work: _____

2. He undersigned do hereby certify that all the statements made in the required attachments are true and correct.
3. The undersigned also hereby certifies that neither I/ Our firm M/s _____ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last 5 (five) years prior to the date of this bid.
4. The undersigned hereby authorized and request (s) any bank, person, firm or corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
5. The undersigned is not related to any officers of the University of rank of Asst. Engineer and above or any officer of the rank of under Secretary and above of the Agriculture Department.
6. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the department.

Signature of the Tenderer

CONTRACTOR

PI, IDP