



Aryabhata Knowledge University
Gyan Parishar, Mithapur, Patna 800001

INVITATION LETTER FOR CIVIL WORKS

Package Code: TEQIP-III/BH/akub/9
Package Name: Bihar/ATU/AKU/Partion Work

Current Date: 06-Jun-2019
Method: Shopping Civil Works

To,

Dear Sir,

Sub: INVITATION LETTER FOR CONSTRUCTION OF Bihar/ATU/AKU/Partion Work

1. Sealed quotations are invited from the contractors for civil work at **AKU**, Patna for the following works: -

Sr. No	Brief Description of the Works	Approximate value of Works (Rs.)	AREA (in Sq.ft) approx	Expected Delivery Period (In Days)
1	Partition work for TEQIP office	180000	567 sq. ft	30
2	Partition work for TEQIP LAB training centre	620000	2496 sq. ft	30

2. Government of India has received a credit from the International Development Association (IDA) towards the cost of the Technical Education Quality Improvement Programme [TEQIP]-Phase III Project and intends to apply part of the Proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3. To assist you in the preparation of your quotation, we are enclosing the following:
 - 1) Layout Drawings of the works;
 - 2) Structural Details;
 - 3) Detailed Bill of Quantities, with estimated rates and prices;
 - 4) Technical Specifications;
 - 5) Instructions to Bidders (in two sections).
 - 6) Draft Contract Agreement format, which will be used for finalizing the agreement for this.

4. You are requested to provide your offer latest by **12:30 hrs. On 24-Jun-2019**

5. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at **01:30PM on 24-Jun-2019** in the office of
REGISTRAR
Aryabhatta Knowledge University
Gyan Parishar, Mithapur, Patna 800001.

6. Liquidated Damages will be applied:
 - 1) Liquidated Damages Per Day Min % : 0.01
 - 2) Liquidated Damages Max % : 10

7. We look forward to receiving your quotations and thank you for your interest in this project.(Employer)
Name: **Aryabhatta Knowledge University,Patna**
Address: **Aryabhatta Knowledge University Gyan Parishar, Mithapur, Patna 800001,Bihar**
Tel. No: **9835047536**
Fax No.

Instructions to Bidders

SECTION – A

1. Scope of Works

The **Aryabhatta Knowledge University, Patna** (Employer) invites quotations for the construction of works as detailed in the table given below-

Sr. No	Brief Description of the Works	Approximate value of Works (Rs.)	Expected Delivery Period (In Days)
1	Partition work for TEQIP office	180000	30
2	partition work for TEQIP LAB training centre	620000	30

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:-

(a) Total monetary value of construction works performed for each year of the last 3 years:

(b) Income tax clearance certificate from the concerned IT circle;

(c) Report on his financial standing; and

(d) 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.

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

(a) Should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;

(b) Should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);

(c)Should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

4. Bid Price

(a)The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.

(b)All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.

(c)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.

(d)The rates should be quoted in Indian Rupees only.

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 **Aryabhata Knowledge University Gyan Parishar, Mithapur, Patna 800001** (Purchaser). The envelope will also bear the following identification: - Quotation for **Bihar/ATU/AKU/Partion Work** (Name of the Contract).

Do not open before **24-Jun-2019 12:30PM** (time and date of quotation opening).

5.5 Quotations must be received in the office of the ,**Aryabhata Knowledge University Gyan Parishar, Mithapur, Patna 800001** (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday ,quotations shall be received up to the appointed time on the next working day

5.6 Any quotation received by the **Aryabhata Knowledge University Gyan Parishar, Mithapur, Patna 800001**, (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6.Validity of Quotation

Quotation shall remain valid for a period not less than **45** days after the deadline date specified for submission.

7.Opening of Quotations

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and 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 clause 3 above;

(b)Are properly signed; and

(c)Conform to the terms and conditions, specifications and drawings 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 Employer reserves the right to accept or reject any Quotations and to cancel the bidding process and reject all quotations at any time prior to The Award of contract

10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer Prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **Aryabhata Knowledge University Gyan Parishar, Mithapur, Patna 800001** (Employer) the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of **5%** 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 is 1 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 years (in Rs. Lakhs) _____

1.3 Work performed as prime contractor (in the same name) on works 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

Existing commitments and on-going works:

Description of Work

(1) **Place& State**

(2) **Contract No. & Date**

(3) **Value of Contract**

(Rs. Lakh)

(4) **Stipulated period of completion**

(5) **Value of works* remaining to be completed**

(Rs. Lakhs)

(6) **Anticipated date of completion**

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involve

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 requirements 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:

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 estimated rates, i.e., for a 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 certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We hereby confirm that this quotation is valid for 45 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 Employer before issue of the Letter of Invitation.

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

LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK
(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To: [Name and address of the Contractor]

Dear Sir,

This is to notify you that your Quotation dated _____ for execution _____ for the contract price of Rupees _____ [amount in words and figures], is hereby accepted 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 Lump Sum Contract

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20 ____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction 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. **Payments under its contract:**

Payments to the second party for the construction work will be released by the first party in the following manner: -

On Successful Completion:	100% of total cost
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(The above payment terms have been drafted for construction of school buildings; modify this suitably for other works)

3.1 The advance shall be repaid with percentage deductions from the interim payments, commencing with the next Interim Payment at the rate of ____ @ __percent of the amounts of all Interim Payment Certificates until the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion

@The Guarantee shall remain effective until the advance payment has been repaid

@ @Stipulate appropriately as 30/25/15 % depending on number of payment stages.

3.2 The Employer shall retain (Retention Money) 6% of the amount from each payment due to the Contractor subject to the maximum of 5% of final contract price. Half of the amount retained shall be repaid upon completion of the works, and other half shall be repaid when the Defects Liability Period has passed, and the Project Manager has certified that all Defects notified to the Contractor before the end of this period have been corrected. On

completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee

3.3 Payments at each stage 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 (except for the first instalment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c)** upon proper and justified utilization of at least 50 % of the previous instalment and 100 % of any prior instalment.

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue 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 payments due to the contractor, issuing and valuing variations to the contract, awarding extension 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 certificate after due verification.

5. Completion time

The works should be completed in **30 (days)** 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 a suitable period:

- a)** The first party does not give access to the site or a part thereof by the agreed period.
- b)** The first party orders a delay or does not issue completed drawings, specifications 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 from information provided to second party or from visual inspection of the site.
- d)** Payments due to 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. @ 0 % per day which will be deducted from payments 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 5 % of the contract amount.

(@Note: The amount of liquidated damages per day should be determined at not less than 0.05 % of the contract value of the works and indicated here).

Liquidated Damages Per Day Min % :0.01

Liquidated Damages Max % : 10

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 works as per specifications. This will include written guidelines and regular site 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 3 sets of drawings, specifications and guidelines to the second party for the proposed works
- 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 site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions 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 deviations 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 works and arrange for its completion within the time period stipulated in clause 5;
 - b) employ suitable skilled persons to carry out the works;

- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) correct the notified defects within the length of time specified by the Project Manager;
- i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;
- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period;
- k) 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);
- l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- n) be responsible for the safety of all activities on the Site.

10. Variations / Extra Items

The works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed: -

- a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered
- b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, 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 form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 6 months from the date of issue of the Certificate of Completion in the case of a 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 stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b)** the Contractor has become bankrupt or goes into 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;
- (e)** the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
- (f)** the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid

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 reasonably 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 payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, 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 personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments

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 Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) 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.

Annexure- A

BILL OF QUANTITIES

S.No.	Description of Work	Unit	Qty.

Gross Total Cost :Rs.

We agree to execute the works in accordance with the approved drawings and technical specifications at a total fixed contract price of Rs.....(amount in figures) (Rs..... amount in words).

Signature of Contractor

Annexure-B

Format of certificate

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

Signature

Name & Designation

(Official address)

Place :

Date :

Office seal

ANNEXURE-C

Important last dates in this context are as follows

Last Date & Time of receipt of BID/Quotation	24/JUNE/2019 up to 12:30 pm
Date & Time of opening of Technical Bid	24/JUNE/2019 At 1:30 PM
Date & Time of opening of Financial bid	24/JUNE/2019 At 2:30 PM
Place of Bid Opening	AKU Conference Hall