

HARYANA VISHWAKARMA SKILL UNIVERSITY (HVSU)

(India's First Skilling University)

Government of Haryana

Transit office: Plot No.147, Sector - 44, Gurugram - 122003, Haryana: 0124 2746813

Expression of Interest inviting Quotations for appointment of Third Party Quality Audit (TPQA) only from Government / Public Sector Undertakings for Certification of Post-award Activities of PMC for Upcoming works of the new Campus at Dudhola Village, Palwal (Haryana)

Haryana State Government has constituted Vishwakarma Skill University under Act 25 of 2016. The University is India's first Skilling University. The university is coming up on 83 Acres of land in Village Dudhola, Distt. Palwal (Haryana). HVSU have already appointed IrconISL, (A wholly owned subsidiary of IRCON International limited), A Central PSU under the Ministry of Railways as Project Management Consultants (PMC) for this University.

Haryana Vishwakarma Skill University (HVSU), invites sealed bids under two bid systems (Technical bid and Financial Bid) for appointment of **Third Party Quality Auditors (TPQA)** only from Government / Public Sector Undertakings for Post-award activities for Upcoming works of the new Campus at Dudhola Village, Palwal (Haryana) as per specifications given in the EOI. Sealed envelope should reach the HVSU, Gurugram, Haryana **till 11.09.2018 at 2:00 pm**. Bid received in due time shall be opened on the same day **at 3.00 p.m.** in the presence of intended parties/their representatives who may like to be present at that time.

The financial bids opening will be intimated later on. Interested parties may download the tender documents from the website <http://hvsu.ac.in/Bids> & apply as per the terms and conditions mentioned in the EOI along with EMD in form of Demand Drafts of **Rs. 10000/-** as refundable EMD and Rs. 2 000/- as non-refundable application fee in favour of **Haryana Vishwakarma Skill University, Payable at Gurugram**. Bids should be submitted in a two bid system (**Technical Bid** along with Documents and EMD, Application Fee and **Financial Bid (Rates on Lump Sum basis including Taxes) both in separate envelopes.**) from reputed firms/ agency etc. **located in Haryana and NCR** at 2nd floor, HVSU office, Plot No. 147, Sector 44, Gurugram

Any deviation from the above will lead to rejection of the EOI. HVSU reserves the right to issue any corrigendum/ addendum or cancel this EOI at any point of time without assigning any reasons thereof.

Please send all queries/ suggestion to institution.hvsu@gmail.com.

HVSU invites quotations under Two Bids System for appointment of **Third Party Quality Auditor (TPQA)** only from Government, Public Sector Undertaking for Post-award activities for upcoming works of the New Campus at Village Dudhola, Palwal (Haryana)

**Section 1
INFORMATON & INSTRUCTIONS FOR BIDDERS**

Item	Details/Date
EMD through DD on Haryana Vishwakarma Skill University- payable at Gurugram	Rs. 10,000/- (Refundable)
Application Fee through DD on Haryana Vishwakarma Skill University – payable at Gurugram	Rs 2000/ - (Non Refundable)
Bid Document Download Start Date	18.08.2018
Pre Bid Meeting Date	28.08.2018
Bid Submission Start Date	30.08.2018
Bid Submission End Date	11.09.18 at 2:00 pm
Technical Bid Opening Date & Time	11.09.18 at 3:00 pm
Financial Bid Opening Date & Time	Will Be Intimated

Notes:

All details regarding the subject tenders are available on our websites www.hvsu.ac.in Any change/ modification in the Tender Enquiry/ Tender Document will be intimated through above website only. Bidders are therefore, requested to visit our website regularly to keep themselves updated.

Dy. Director
For REGISTRAR

INTRODUCTION

1.1 Quotation are invited in **two Bid System** – for appointment of **Third Party Quality Auditor** (TPQA) Firm only from Government / Public Sector Undertaking for **Certification of Post-award activities of PMC** for Upcoming works of the new Campus at Dudhola, Palwal (Haryana)

1.2 Tender Document may download from the University website www.hvsu.ac.in as per the schedule.

2.0 Scope

Appointment of TPQA from Government / Public Sector Undertaking for Post Award activities (Site Quality Audit including Random checking of Works, Maintaining of Quality documentations, Sampling of Materials, Random Testing of Construction Materials in Field laboratory, Periodical Checking of RA Bills of Contractors paid by PMC, and other construction related documents) of upcoming new Campus at Dudhola, Palwal. This assignment shall include studying and suggesting the corrective/remedial measures to the HVSU authorities till the completion of works by PMC (IrconISL) appointed by the HVSU. All works assigned to the agency will be time bound as per the schedule given by the HVSU. The **detailed scope of work explained in Clause 19**, but not limited to, is elaborated under this Clause: 19 of this EOI.

3.0 Definitions:

3.1 HVSU means Haryana Vishwakarma Skill University.

3.2 Employer means HVSU

3.3 “Year” means “Financial Year “unless stated otherwise.

3.4 PMC means the Project Management Consultant (IrconISL) appointed by Employer.

4.0 Who can Apply:

4.1 Applications are invited from PSUs, CPSUs, PWD,CPWD signed by Authorised Signatory of the undertaking with stamp and address

4.2 The application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a public Notary / Company Secretary.

5.0 Bid Submission:

5.1 “Technical Bid” shall comprise of all documents as per clause -7

5.2 Financial Bid shall comprise of the **Price Bids** of the items included in Section III

5.3 Tender acceptances letter must be signed by the authorized signatory of the bidder with seal.

5.4 Conditional Tenders will not be accepted.

5.5 Agencies are advised to follow the instructions provided in the ‘Instructions to the contractors /Tenders for the submission of the bids.

5.6 Quotationer who has downloaded the tender from the HVSU website **www.hvsu.ac.in** , shall not tamper / modify the tender form including downloaded price bid template in any manner , tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HVSU.

5.7 Intending quotationer are advised to visit again HVSU website www.hvsu.ac.in at least one day prior to closing date of submission of quotation for any corrigendum /addendum / amendment.

6.0 Eligibility Criteria

The Formats of the documents to be submitted, with Technical bid, are placed at section-II:

6.1 Letter of Transmittal and Tender Acceptance Letter (as per Annexure – A)

6.2 Legal status of the company/organization with legal proof along with copies of the original documents such as income tax registration, GST etc. (as per Annexure – B)

6.3 The bidder should submit balance sheet of last Two financial years (2015 –16 & 2016-17), duly certified by a Chartered Accountant, along with copies of audited profit and loss account of last Two year and also the Turnover upto the last day of Submission of this tender. (as per Annexure – C) i.e. 2017-18)

6.4 An affidavit declaring that the bidder has not been blacklisted even since inception.

6.5 The TPQA Firm should have the similar experience of working at present or should have worked in past with reputed organization such as EIL, NBCC, ONGC, RITES etc. The Cost of the Project where the TPQA is working / have worked shall not be less than **Rs 400 Crores**. (Four hundred crores). **Copies of certificate/ Work Order to be attached.**

6.6 The TPQA Firm should have worked / shall be at present working with reputed Educational Institutions / Universities regarding Technical/Quality Audit or any assignment. **Copy of Certificate / Work order to be attached.**

7.0 Evaluation Criteria

7.1 The evaluation criteria will consist of three stage scrutiny as given below:

7.1.1 Initial eligibility criteria

Initial eligibility criteria will be evaluated as per the clause 6.0

7.1.2 Evaluation of Technical bid

7.1.3 Evaluation of financial bid

7.2 Technical Bid Evaluation:

7.2.1 Only those bids which qualify in the initial eligibility criteria will be evaluated technically as specified in Annexure D

7.2.2 Even though any bidder may satisfy the above requirements, the bidder would be liable for disqualification if the bidder has:

7.2.2.2 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weakness etc.

7.3 Opening of financial bid and evaluation:

After, the technical evaluation of the bids, the HVSU will open the 'Financial Bid"s, of all the bidders who have been found qualified in the Technical bid evaluation, at notified time, date and place in the presence of the qualified bidders of their representatives, if any.

The lowest financial bid with respect to all the items evaluated together shall only be considered for award.

8.0 Earnest Money & Security Deposit.

8.1 The **Earnest Money** (EMD) in the shape of Demand Draft favoring , **Haryana Vishwakarma Skill University**, payable at Gurugram for **Rs. 10,000/** (RUPEES TEN THOUSAND only) be enclosed with the technical bid.

8.2 Bids with no Earnest Money Deposit will be summarily rejected. In case of successful bidder of the financial bids, the earnest money deposit shall be adjusted towards Security Deposit.

8.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest within sixty days of opening tender. The EMD of successful Bidder will be adjusted against the Security Deposit.

8.4. An amount equal to 5% of every bill raised by TPQA shall be retained towards Retention Money by HVSU. The same shall be refunded to TPQA 30 days after satisfactory completion of the work by TPQA and after obtaining completion certificate from HVSU.

9.0 Financial Bid:

9.1 The firm shall quote rates in Indian Rupees (INR).

9.1.1 **The firm shall quote rates on Lump Sum Basis inclusive of taxes & duties.**

9.2 Income Tax & other cess shall be deducted at source at the rate that will be in force from time to time.

10.0 General information:

10.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a "nil" or no such case"

Entry should be made in that column. If any particular query is not applicable in case of the bidder, it should be stated as "not applicable". The firms are cautioned that supply for incomplete information called for in the application forms or deliberate suppression of any information may result in the quotation being summarily disqualified. Quotations received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.

10.2 Agency acceptance letter must be signed by the authorized signatory of the bidder with seal.

10.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any, added by the bidder, should also be numbered. Bid should be submitted as package with signed letter of transmittal and tender acceptance letter

10.4 References information and certificates from the respective clients certifying suitability, technical knowledge of capability of the agency should be signed by officer of the client organization.

10.5 The agency may furnish any additional information which is necessary to establish the capabilities to successfully complete the envisaged work. The bidder, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the HVSU.

10.6 Any information furnished by the bidder found to be incorrect either immediately or at a date later, would render the bidder liable to be prohibited from trending/ taking up of any work in HVSU. Even this work will be rejected & suitable action will be taken against as deemed fit by the competent authority of HVSU.

10.7 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the HVSU to work simultaneously. The decision of the HVSU in case of any dispute between the different agencies appointed by the HVSU shall be final and binding.

10.8 The agency will have to enter into regular agreement on the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied Therein.

10.9 Income Tax at the rates in force from time to time shall be recovered /deducted from the agency.

10.10 On acceptance of the tender the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the HVSU shall be communicated in writing to the HVSU.

10.11 Without prejudice to any of the rights or remedies under this contract if the agency is liquidates, the HVSU have the option of terminating the contract without compensation to the legal heir of the agency.

10.12 The successful bidder will have to sign an **Agreement** within stipulated time period as mentioned in the **Letter of Intent**. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.

10.13 The HVSU reserves the right, without being liable for any damages or obligation to inform the bidder to:

- a) Amend the scope and value of contract to the bidder,
- b) Reject any or all the applications without assigning any reasons.

10.14 Any effort on the part of the agency or his agent to exercise influences or to pressurize the HVSU would result in rejection of his bid.

10.15 No facility of office and transportation will be arranged by HVSU. TPQA will have to make its own arrangement.

11.0 Final decision making authority

The HVSU reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the HVSU to the bidder(s).

12.0 Summary Rejection of tender:

12.1 The quotations not accompanied with Earnest Money Deposit will be summarily rejected, similarly if the bidder proposes any alternations in or additions to the prescribed form of tender or decline to carry out any work of the tender document, or any conditions mentioned, etc, his tender is liable to be rejected.

13.0 Other conditions:

13.1 The HVSU reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.

13.2 The HVSU has the power to make alteration in omission from addition of or substitution for the original specifications.

13.3 The HVSU reserves the right to place orders for additional quantities during validity of rates of the successful bidder.

13.4 In case of any dispute the decision of the competent authority of HVSU will be final and binding.

13.5 If TPQA is called for any discussion at HVSU office at Gurgaon /Palwal site, No TA / DA or any other charges will be payable by HVSU.

14.0 Amendment of tender documents:

14.1 Before the deadline for submission of tender, the HVSU may modify the tender document by issuing addendum/corrigendum.

14.2 Any addendum/corrigendum thus issued shall be a part of the tender document and shall be uploaded on the HVSU website (www. hvsu.ac.in)

15.0 Validity of tender:

15.1 **Ninety days** from the date of opening tender, during the period no bidder shall be allowed to withdraw his tender. In case of withdrawal the EMD submitted by the bidder shall be fortified and no claim shall be entered on this regard.

15.2 The rates of successful bidder will be valid for period of Ninety days from the last date of submission of bids.

16.0 Payment Terms

16.1 Payment will be made by HVSU in Indian Rupees to the agency as under:

- A. Proportionate to the **Work Done in Rupee Value** and certified by PMC (Gross Value of Work done by the contractor appointed by PMC) to the Lump Sum fee quoted by the TPQA, will be paid on quarterly basis.
- B. Payment will be made after deduction of TDS and any other taxes applicable for deduction at source.

16.1.1 **Duration of the Project shall be Three Years w.e.f the date of allotment.**

17.0 Delay and Non Conformance

17.1 If the agency fails to submit the report within the period specified in the Order, HVSU shall without prejudice to its other remedies under the Order, HVSU shall deduct from the contract price, as liquidated damage. The penalties will be maximum of 5% of the contract amount/award value.

18.0 Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a force majeure arises, the agency shall promptly notify the HVSU in writing of such conditions, and the cause thereof. Unless otherwise directed by the HVSU in writing, the agency shall continue to perform its obligations under the purchase order as far as is

19.0 Scope of Works

- i) Checking and auditing of RA Bills paid by the PMC for the work done by the contractors appointed by PMC.
- ii) Checking of Field Quality assurance Plan submitted by PMC. Checking of Quality of Work & Quality of Materials as per Specifications.
- iii) Checking of the Site Documentations (Quality documentation of Materials as well as workmanship is concerned), maintained by the PMC for their contractors.
- iv) TPQA shall be present for the site meetings as and when required by the University/Owner. (No TA/DA shall be paid on this account & shall be deemed to have included in their fee.)
- v) Carry out the QA Checks in the field laboratory set up at site. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory, as per the contract. TA/DA shall be extra on this account.
- vi) Random Checking of the RCC works including CSS, Reinforcement Steel, etc.
- vii) Rendering timely advice implementation for effecting cost/quality/time benefit for the project.
- viii) Checking of the Safety Implementation approved by the PMC.
- ix) Checking of all mandatory tests on materials carried out at various stages as per applicable code of BIS/CPWD/Haryana PWD, which has been already certified by PMC.

- x) Checking of the implementation of the statutory requirements of PMC/Contractors as per the provisions of Contract and EOI.
- xi) Checking of the implementations of Conditions of Contract between Contractor (appointed by PMC) and PMC.
- xii) Reporting of Regular Progress reviews, once in a fortnight, compare with planned / achieved /progress of project, Construction issues & status, Procurement issues & Status, Commissioning issues & Status and submit status report to University. Submitting report on Bottlenecks and areas requiring immediate attention of the University/ Owner, PMC, Contractors.
- xiii) Ensure that the testing of Materials/ Site testing is done in approved laboratories only.
- xiv) Checking of the amendment to the contract done by PMC as far as variation orders, Increase or decrease in BOQ, or any other items executed at site extra are concerned.
- xv) HVSU may assign any additional work related to project which is not mentioned in this EOI.

- 20.0 **Performance Security** : The TPQA agency shall have to deposit a Performance Security within 15 days from the date of LOA, in form of a Bank Guarantee or a Demand Draft from a Nationalised Bank, favouring **Haryana Vishwakarma Skill University**, payable at Gurugram.
- 21.0 The amount of this security deposit will be 10% of the lump sum fee demanded (Order Value) by the agency for completion of the above said work.
- 22.0 The Performance Security shall be encashed by giving a suitable notice to the TPQA Agency in case of Non Performance of the above work.
- 23.0 The Performance Security shall be refunded after 30 days of satisfactory completion of the work and after receiving completion certificate from HVSU.

SECTION II
INFORMATION REGARDING TECHNICAL ELIGIBILITY
(Annexure A to E)

Annexure -A

LETTER OF TRANSMITTAL

From:

To
Dy. Director
HVSU,
Gurugram.

Sub: Submission of Quotation Document for conduct of TPQA (Post award) for the up coming work of new Campus at Palwal.

Sir,
Having examined the details given in Tender Document for the above work,
I/ we hereby submit the relevant information.

1. I/ we hereby certify that all the statements made and information supplied in enclosed annexures/ forms accompanying statement are true and correct
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

Signature (s) of Bidder(s) with
seal

QUOTATION ACCEPTANCE LETTER
(To be given to Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

I/ We have downloaded / Obtained the tender document(s) for the above mentioned "Tender/Work" from the website (s) namely:

as per your advertisement, given in the above-mentioned website(s).

2. I /We hereby certify that I / we have read the entire terms and conditions of the tender documents from page No._____ to _____ (including all documents like annexure(s), schedule(s), Etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totally / entirety.

5. I / We do hereby declare that our agency has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our firm is true & correct and in the event that the information is founded to be incorrect /untrue or found violated, then your department/ organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other right or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature if the bidder with Official Seal)

Annexure B

(A) BIDDER PROFILE

1. Name and Address of the bidder.
2. Telephone no. / Fax no.
3. Legal status of the bidder (attach copies of documents defining the legal status)
 - A limited company or corporation
 - Any other relevant document
4. Particulars of registration with various Government Bodies.
5. Income Tax Registration, GST Registration (Attach Copies)
6. Membership details of Quality Council of India since inception of firm.(Attach copies Year Wise))

Signature(s) of Bidder(s) with seal

Annexure C

Strength of Firm
FINANCIAL INFORMATION

1. Financial Analysis - Details to be furnished duly supported by figures in balance sheet / Profit and loss account of the last two years (2016-17 & 2017-18) duly certified by the Chartered Accountant. The bidder shall also submit the current the financial turnover achieved upto the last day of submission of this tender.

Item	2015-16	2016-17	2017-18 (Upto last day of submission of tender)
Annual turnover			

Signature of Chartered Accountant with seal

Signature(s) of Bidder(s) with seal

Annexure D**DETAILS OF ALL WORKS COMPLETED/ IN PROGRESS TILL LAST DAY OF THE
TENDER SUBMISSION regarding TPQA**

S.No.	Name of Work/ And location	Name of the Organization	Value in Lacs of Rupees	Date of commencement As per contract	Stipulated date of completion	Names and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8

Signature of Bidder(s) with seal

Annexure-E**Details of Technical & Administration personnel to be deployed for the work**

S.No.	Designation	Total number	Number available for this work	Name	Qualification	Professional experience and details of work carried out	Remarks
1	2	3	4	5	6	7	9
1							
2							
3							
4							
5							
6							

Signature (s) of Bidders (s) with seal

The TPQA agency should be working at present or should have worked in past for similar works with reputed organization such as EIL, NBCC, ONGC, RITES etc. The Cost of the Project where the TPQA is working / have worked successfully shall not be less than Rs 400 Crores. (Four hundred Crores). The details shall be submitted.

SECTION III**FINANCIAL BID**

Appointment of Third Party Quality Auditors (TPQA) agency for Post Award Activities of upcoming works of the HVSU at Village Dudhola, Palwal.

S.No.	Description / Rate (In Figures)	Consolidate rate in figure to be entered by the bidder. Lump Sum. (In Words)
1.		

Date:

Signature of Bidder

CHECKLIST

S.No	Description	Page No.	Remarks, if any
1	Cost of the Application Fee(Non-Refundable) Rs 2000/ in form of DD on Haryana Vishwakarma Skill University payable at Gurugram		
2	EMD (Rs. 10,000/-) (Refundable) in form of DD on Haryana Vishwakarma Skill University payable at Gurugram		
3	Annexure - A (letter of transmittal) & tender acceptance letter.		
4	Annexure - B		
5	Annexure - C		
6	Annexure - D		
7	Annexure - E		
8	Not- Blacklisted Affidavit		
9	Financial Bid (Section III)		