

## **Request for Proposal (RFP)**

**For**

**Empanelment of Public Sector Undertakings (PSUs) as Project Management Consultant (PMC) for various works like Building works, Greywater management and Construction of STPs, Faecal Sludge Treatment Plants, Rural Electrification (like solar lighting etc.), Rural roads, Security system and IT services including supply, installation, commissioning of CCTV cameras, setting up of grievance centers plus social media campaign, Operation & maintenance of Departmental assets, landscaping & horticulture and few other miscellaneous services of the Development & Panchayats Department, Haryana and Rural Development Department, Haryana.**

**Development and Panchayats Department  
Haryana, Chandigarh**

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## CRITICAL DATE SHEET

<b>RFP REFERENCE</b>	<b>DATE</b>
Publication of RFP	14 <sup>th</sup> May 2022 6:00 PM
Download of RFP	15 <sup>th</sup> May 2022 10:00 AM
Pre-bid Meeting	25 <sup>th</sup> May 2022 12 Noon
Bid Submission	1 <sup>st</sup> June 2022 3:00 PM
Opening of Technical proposal	3 <sup>rd</sup> June 2022 3:00 PM
Presentation of Technically Qualified Bidder	6 <sup>th</sup> June 2022 10.30 AM Onwards
Opening of Financial Proposal	To be communicated after Technical Evaluation

## **Section – I**

### **Notice of Request For Proposal (RFP)**

**for**

### **Empanelment of Public Sector Undertakings (PSUs)**

1. Panchayati Raj Public Works is an engineering arm of the Development and Panchayats Department, Haryana and is responsible for fulfilling all rural infrastructural needs like pavement of streets, construction of drains, grey water management etc. of the Gram Panchayats. The Department has a budget of around 4,000 crores for development of rural infrastructure through various projects. Therefore, there is need of an expert agency for handholding of the Department in terms of planning, conceptualization of project, selection of contractors, monitoring of works, ensuring quality control etc.
2. The Development & Panchayats Department through the Chief Engineer, Panchayati Raj Public Works, Haryana invites an online proposal through Haryana Tenders portal url: <https://etenders.hry.nic.in> for Empanelment of Public Sector Undertakings (PSUs) as Project Management Consultant (PMC) for various works like Building works, Greywater management and Construction of STPs, Faecal Sludge Treatment Plants, Rural Electrification (like solar lighting etc.), Rural roads, Security system and IT services including supply, installation, commissioning of CCTV cameras, setting up of grievance centers plus social media campaign, Operation & maintenance of Departmental assets, landscaping & horticulture and few other miscellaneous services of the Development & Panchayats Department, Haryana and Rural Development Department, Haryana. Empanelment shall be carried out as per the procedure laid down in this document and a list of qualified agencies shall be published after approval.
3. The validity of empanelment will be for a period of four years from the date of issue of Empanelment letter, extendable by one more year to enable meeting departmental needs for unfinished or extended engagement needs. However, any further extension shall be by way of fresh agreement between the parties.
4. The Department shall not provide any minimum guarantees of business to the empanelled agencies and reserves the right to terminate the empanelment at any

time owing to deficiency of service, sub-standard quality of manpower deployed, insolvency/ performance of selected agency(s), adoption of unethical practices and/or other situations involving material breach etc.

5. The Department, also reserves the right to terminate in whole or part this empanelment without assigning reasons, including modifications, to the extent that it is feasible and permitted within the spirit of this requirement.
6. The Government has decided to procure consultancy services as per the scope of this RFP as well as scope of services which cannot be objectively drawn, hence, to be finalized based on mutually agreed terms between both parties.
7. The selection of the successful bidder shall be based on Quality and Cost based selection (QCBS). QCBS methodology shall be implemented for appointment of top 3 PSUs for various categories of development works.
8. QCBS methodology shall be implemented for selection of top 3 PSUs for various development works.

**9. Scope of services for empanelment**

The broad scope of work of services for various types of works to be provided by the empanelled agency is as under:

- i. Providing all engineering services on turnkey basis for creating desired infrastructure. The services will include Surveying, Preparation of Master Plan, Detailed Project Reports, Tendering, appointment of contractors, oversee execution, supervision, Quality Control, oversee maintenance.
- ii. PMC to obtain approval from department for the conceptual plan(s) of project
- iii. Preparation of layout and detailed Architectural/Structural designs and drawings of civil works, buildings, plumbing, sanitary, water supply, electrical services, mechanical, generators, HVAC, landscaping etc. as per requirement and submission to competent authority.
- iv. PMC shall obtain all applicable statutory approvals and certificates from concerned govt. agencies for pre-construction as well as post construction activities on behalf of department.
- v. Overlook complete construction of projects and oversee supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control etc. Bidder shall be responsible for end-to-end Project Management from design to final handover of the facilities.

- vi. Monitoring supervision of civil works for quality and timely completion
- vii. Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.
- viii. Issuance of Completion certificates and handing over of the site after final inspection by getting rectified snag list, monitoring the performance during defects liability period of the selected contractor by the PMC enforcing rectification of defects.
- ix. The PMC shall handover all the drawings and project related documents to the department.

In addition to the above-mentioned scope of work components, the PMC is free to add any additional components that are deemed necessary for the implementation of projects. The Department shall determine scope of work at the time of placement of order for a specific engagement. Such services shall be need based and/or project driven.

#### **10. Evaluation of Proposals:**

- i. The empanelment of PSUs for PMC shall be as follows:
  - a) Stage-1 Prequalification: The PSU should meet the prequalification criteria as set out in Section 16.
  - b) Stage-2 Technical evaluation: Technical bids of only those PSUs qualifying in Stage-1 shall be taken up for technical evaluation as per the technical bid evaluation criteria set out in Section 17.  
*(Note: 1. The documents towards Pre-qualification are to be uploaded. 2. Pre-qualification & technical documents are also to be submitted in hard copy to the office of the Chief Engineer, Panchayati Raj Public Works, Haryana Panchayat Bhawan, Sector 28, Madhya Marg, Chandigarh within 2 days after closing of submission date)*
  - c) Stage-3 Financial evaluation: Financial bids of only those PSUs who score minimum 70 % in the technical evaluation criteria set out in Section 18.
- ii. The Department shall open the Proposals on the Proposal Due Date, and in the presence of the Bidders who choose to attend.
- iii. Proposals for which a notice of withdrawal has been submitted in accordance shall not be opened.

11. Prior to evaluation of proposals, the Department will determine whether each proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- Tender fee submitted
  - EMD submitted
  - All relevant documents/information submitted
12. The Department would subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in this RFP.
13. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present.
14. The Department will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process.
15. Bidders are intimated that selection will be entirely at the discretion of the department.
- 16. Pre-qualification criteria:**

The PMC will be shortlisted based on pre-qualification criteria given as below:

#	Pre-qualification criteria	Supporting Documents to be furnished
1	As specified under GFR 2017 Rule 133 (3), the bidder/Agency should be a Public Sector Undertaking set up by the Centre/State Govt. to carryout Civil, Technical & Electrical works or any Centre/State Government Organization PSU which may be notified by the Ministry of Govt. of India/ State Govt. for such purpose.	Certificate of Incorporation or any other valid supporting document to establish the bidder is a Public Sector Undertaking set up by the Centre/State Govt. to carryout Civil, Technical and Electrical works or any Centre/State PSU
2	Turnover, Profitability and Net Worth Criteria as specified for the last 3 Financial Years (2019-20, 2020-21 and 2021-22)	Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Agency for the FY 2019-20, 2020-21 and 2021-22
3	Average Annual turnover of the bidder in last 3 years ( <b>FY 2019-20, 2020-21 and 2021-22</b> )	Audited annual financial statements and turnover certificate issued by CA
4	The bidder should have completed at least two (2) PMC engagements	Completion Certificate/ Client Certificate and citations.

	in any Central/ State Government during the last 7 years	
5	The bidder should have minimum 100 full time technical resources at their own payroll as on date of submission of bid.	Certificate and list of professionals from the current authorized signatory of the bidder.

## 17. Technical evaluation

The Bidder shall be selected on the basis of Quality-cum-Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%.

The technical bids of all the bidders who qualify the Prequalification criteria shall be evaluated. The Selection Committee shall evaluate the technical bid with reference to the supporting documents provided by the bidder. The criteria for technical evaluation is as follows:

#	Evaluation Criteria	Maximum Score
1	<p>Experience as PMC,</p> <p>the value of each project (<b>up to a maximum of three projects</b>) based on billable value as specified below:</p> <p>Project value in Rs. upto 50 cr. – 10 marks</p> <p>Project value in Rs. more than 50 cr. – 20 marks</p>	<b>20 marks</b>
	<p><b>Note:</b></p> <p>a. Similar Project includes PMC for Construction of Non-Residential Buildings including Civil, Electrical, and plumbing works etc.</p> <p>b. At least one Project should include ETP/WTP/STP in its scope of work</p> <p>c. Substantially completed projects of completed value more than 90% of Original Contract Value shall also be considered</p> <p>d. For completed/substantially completed works, value of work done shall be updated to last day of the month previous to the month of tender</p>	



	submission price level assuming 7% inflation for Indian Rupees every year	
2	Average Annual Turnover of the agency in last three years ending on 31.03.2021. < Rs. 1000 Crores – Nil Rs. 1000 – Rs. 1250 Crores – 5 Marks > Rs. 1250 Crores – 10 Marks	<b>10 marks</b>
3	Organization Strength Minimum Regular Technical/ Engineering Manpower – Upto 100 No. – Nil More than 100 Nos. – 5 Marks	<b>5 marks</b>
4	Net Worth of the bidder <Rs. 125 Crores – Nil > Rs. 150 Crores – 5 Marks	<b>5 marks</b>
5	Concept Presentation include Details of Manpower to be deployed in project, Approach & Methodology, Project Timelines etc.	<b>60 marks</b>
<b>Total</b>		<b>100</b>

Bidders, whose bids are responsive, based on pre-qualification criteria and scoring minimum 70 marks in the technical evaluation would be considered technically qualified and only their financial bids will be opened. Price Bids of such technically qualified Bidders alone shall further be opened.

### 18. Financial evaluation

The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up. Financial Proposals of only those bidders who scores at least 70% marks in technical evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$$Sf^* = 100 \times Fm^{**} / \text{Financial Proposal of bidder under consideration}$$

\*Fm: Lowest Financial Proposal

\*\*Sf: Financial Score

For Selection of Agency, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weightage of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Total Score} = (\text{Te}^{***} \times 0.70) + (\text{Sf} \times 0.30)$$

\*\*\*Te: Technical score

Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

#### **19. Other terms and conditions**

- i. The PMC should be an individual organization. Consortium shall not be allowed.
- ii. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- iii. Any information contained in the Proposal shall not in any way be construed as binding on the Department its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.
- iv. Bidders may download the RFP document free of cost from Haryana Tenders portal <https://etenders.hry.nic.in> and from the website of the department [www.harpanchayats.gov.in](http://www.harpanchayats.gov.in).
- v. Agencies may ensure that their proposals, complete in all respect should be uploaded before the closing date and time as indicated in the critical date sheet on Haryana Tenders portal <https://etenders.hry.nic.in>.
- vi. A pre-proposal/bid meeting will be held through video conferencing on date and time as specified in Critical Date Sheet to clarify the queries/ issues raised by the prospective bidders. Details for joining this video conference will posted on the website.
- vii. All proposals shall be submitted indicating the service charge and other terms and conditions online only on Haryana Tenders portal <https://etenders.hry.nic.in>.
- viii. Proposals submitted manually or by any other means will not be accepted. Interested agencies are advised to follow the instructions provided in the

Instructions to the Portal for bidders on Haryana Tenders portal <https://etenders.hry.nic.in>.

- ix. Agencies who have downloaded the RFP document from the Haryana Tenders portal <https://etenders.hry.nic.in> and from the website of the department [www.harpanchayats.gov.in](http://www.harpanchayats.gov.in) shall not tamper/modify the document in any manner. In case the same is found to be tempered modified in any manner, application will be completely rejected.
- x. Intending agencies are advised to visit Haryana Tenders portal <https://etenders.hry.nic.in> and from the website of the department [www.harpanchayats.gov.in](http://www.harpanchayats.gov.in) any corrigendum/addendum/amendment. Agency would be responsible for ensuring that any Addendum/Corrigendum available on the website is also downloaded and incorporated.
- xi. It is the responsibility of Bidder to go through the Bidding Document to ensure and furnish all required documents.
- xii. All pages of the Bid should be page numbered and indexed.
- xiii. The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- xiv. A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- xv. All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System.
- xvi. All the expenditure incurred in preparation/submission/presentation of this RFP shall be borne by bidder.
- xvii. Participation in this RFP does not guarantee any association with the Department unless notified in writing.

-sd-  
Chief Engineer  
Panchayati Raj Public Works  
Development & Panchayats Department



## Section – II

### SCOPE OF SERVICES FOR EMPANELMENT

#### 1. Introduction

Panchayati Raj Engineering Wing of Development & Panchayats Department is handling the execution of development works under various schemes of Development & Panchayats Department, Rural Development Department, Haryana Rural Development Funds Administration Board, Haryana Rural Development Authority works, Panchayati Raj Institutions (ZPs/PSs/GPs) works, Deposit works assigned by various departments and District Administration.

#### 2. Coverage

The coverage of this engagement will be throughout the State of Haryana, with administrative division:

Administrative Division of Haryana	Nos.
Divisions	6
Districts	22
Blocks	143
Zila Parishads	22
Panchayat Samitis	143
Gram Panchayats	6234
No. of Villages	7030

Further, development works of the following shall be covered under this engagement:

#### **(A) Budgeted Schemes of Development & Panchayats Department**

1. Scheme for Sanitation under Swachh Bharat Mission (Gramin) Grey Water Management
2. Deenbandhu Haryana Gram Uday Yojana

3. New Construction/Renovation/Repair of Block Office Buildings including Panchayats/Zila Parishad & State Panchayat Bhawan, Directorate Office and Gram Sachivalayas
4. Haryana Gramin Vikas Yojna
5. Financial Assistance to Panchayati Raj Institutions on the recommendation of State Finance Commission
6. Haryana Rural Development Authority

**(B) Rural Development Department**

1. Saansad Adarsh Gram Yojana (SAGY)
2. Vidhayak Adarsh Gram Yojana (VAGY)
3. Shyama Prasad Mukherjee Rurban Mission (SPMRM)
4. Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGA)

**(C) Haryana Rural Development Funds Administration Board**

**(D) Pond Authority works**

**3. Aims and Objectives**

Request for Proposal has been invited for Empanelment of any Public Sector Undertaking set up by the Centre/ State Government to improve the working of department in terms of sharing the excessive workload and introduction of innovative technologies.

**4. Scope of services**

4.1. The board scope of services for this engagement may be as under :-

1) *Pre-construction Stage*

- ✓ *Planning Phase*
- ✓ *Tendering Phase*

2) *Construction Stage*

- ✓ *Engagement of Contractor at Site*
- ✓ *Scheduling & Monitoring of Progress*
- ✓ *Quality Management*
- ✓ *Safety Management*
- ✓ *Procurement Management*
- ✓ *Construction Supervision and Commissioning*

✓ *Bills Certification & Cost Monitoring*

✓ *Reporting*

3) *Post-Construction Stage*

✓ *Handing Over*

✓ *Documentation & Audit Closure*

✓ *Defect Liability Period*

✓ *Project Closure Report*

4.2. The PMC shall provide Comprehensive Project Management Consultancy for planning, selection of low cost – local technologies, preparation of standard designs and drawings, preparation of Detailed Project Report (DPR), tender management, contract management, preparation of specifications of materials, machinery and equipments; procurement of material & equipments; ensuring quality control and providing implementation & monitoring support during the course of the project. Presently, following major projects are being taken up by the Panchayati Raj Engineering Wing:

- a) Construction of Zila Parishad Buildings (energy efficient) in various districts of Haryana.
- b) Construction of Community Centers (energy efficient) along with allied infrastructure such as Community Hall, Lawn/Park, Commercial Shops, Library, Gym, Bank/ATMs, Post office, Panchayat office, Sports center, and parking etc. in the villages of Haryana.
- c) Implementation of Grey Water Management in various villages. Grey water management including renovation & development of Ponds, Treatment Systems through natural processes and establishing STPs.
- d) Execution of Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance of Smart Solar Street Light System
- e) Faecal Sludge Treatment Plants
- f) Rural Electrification: Electrical installation/rural electrification including Street lighting, Solar hybrid power plants.
- g) Landscaping, beautification, and Operation & Maintenance of assets of Development & Panchayats Department.
- h) Security system & IT services including Supply, Installation and maintenance of CCTV cameras, setting up of grievance centers plus

social media campaign, Atal Sewa Kendras, Wi-fi and other IT & electric equipment across all villages.

- i) Manpower and security of assets of the Development and Panchayats Department and its Operation and Maintenance.
- j) Rural Roads including strengthening/ upgradation/ repair and maintenance.
- k) Waste Management of households in rural areas.
- l) Vehicles for transportation of staff of Development & Panchayats Department.

#### **4.3. Mandatory Obligations of the Agency**

- i. To obtain administrative and technical approval from the competent authority as prescribed by the department for the conceptual plan(s) of any project.
- ii. Preparation of layout and detailed Architectural/Structural designs and drawings of civil works, buildings, plumbing, sanitary, water supply, electrical services, mechanical, generators, HVAC, landscaping etc. as per need in accordance with various statutory Acts/ Codes/ Regulations/ Guidelines of Centre/ State Govt. and to obtain approval from the competent authority.
- iii. To obtain all applicable statutory approvals and certificates from concerned govt. agencies for pre-construction as well as post construction activities on behalf of the department.
- iv. Overlook complete construction of projects and oversee supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control etc. PMC shall be responsible for end-to-end Project Management from design to final handover of the facilities.
- v. Monitoring supervision of civil works for quality and timely completion of the projects.
- vi. Co-ordination with all other agencies, local authorities/bodies for implementation of the projects as per requirement of site conditions and local bye-laws.
- vii. Issuance of Completion certificates and handing over of the site after final inspection by getting rectified snag list, monitoring the



- performance during defects liability period of the selected contractor by the PMC enforcing rectification of defects.
- viii. The Agency shall handover over all the drawings and project related documents to the department.
  - ix. The agency will ensure that the design, estimates and drawings are consistent with Applicable Laws, Statutory BIS Codes, NBC, Haryana Schedule of Rates (plus escalation as per prevalent allotted rates), Haryana PWD Code, Haryana Govt. labor laws and other rules/regulations of the State.
  - x. The agency will use Eco-friendly designs to minimize the adverse environmental and social impact (water harvesting, solid waste and water effluent management, renewable energy, use of eco-friendly material, etc.)
  - xi. The agency will use Energy efficient design
  - xii. The agency will ensure usage of low-cost technologies to achieve reduced total cost of ownership and saving to the exchequer.
  - xiii. The agency will prepare flexible designs with respect to usage and expansion/contracting in the future
  - xiv. The agency will prepare designs friendly for disabled and/or physically challenged persons
  - xv. The agency will prepare two (2) or more distinct concept layouts considering effective usage of area and space, natural elements as wind, sunlight including cost, aesthetic values etc.
  - xvi. Electrical design prepared by the agency shall have scope to include Solar Power/ Other Non-Conventional Energy Sources as far as possible and layout & scheme for Extra Low voltage system includes fire detection system, public address system, Telephone, data, TV system, Access control system, CCTV, Integrated building management system etc. as per the requirement.
  - xvii. HVAC system designed by the agency shall comprise of designing, detailing, value engineering and specifying with schedule of quantities for all works pertaining to air-conditioning, ventilation, smoke exhaust and fresh air supply system conforming to the applicable standards, statutes, regulations and safety codes and designed to efficiently and

effectively operate for maximum energy efficiency and low noise level in all climatic conditions.

- xviii. Fire & Life safety design and Engineering shall comprise fire hydrant system, Fire Alarm, Fire walls with fire doors, fire escape staircases, doors and exits etc. as per National Building Code of India (latest) and suitably incorporating leading practices as per global standards
  - xix. The agency will design FSTP/ETP/STP as per standards used by the CPHEEO/ PHED, Haryana and will ensure use of low cost and relevant technology after exploring all prevalent technologies available in the market.
  - xx. The agency will provide Interior work design
  - xxi. The agency will provide Landscaping design
  - xxii. Building Management System design shall comprise of HVAC control system design & detailing, Electrical distribution controls design & detailing, Water supply control design & detailing, Lighting control design & detailing, Access control design & detailing, Security, Surveillance and Safety design & detailing, Advanced Communication system design & detailing as per the department's requirement.
  - xxiii. PMC shall allot the rates of works within the rates being allotted in the State of Haryana by (i) PWD (B&R) for building works; (ii) PHED for STP works and (iii) Panchayati Raj Public Works for other works. Any deviation more than that shall seek approval from the competent authority.
  - xxiv. PMC shall maintain records as per Departmental procedures including Detailed Project Reports, Measurement Books (MBs), Stock registers, Quality Control registers at sites, photographs at various stages of construction etc.
- 4.4. The Department shall check the stage/ quality of construction through their Executive Engineers or any other authorised officer before releasing the payment at various stages.
- 4.5. The Department may engage a Third-Party Audit agency for checking/ inspection of quality of works.

- 4.6. **Deployment of Team:** The PMC shall deploy a team of experts/ specialists in construction management and other technical domain areas at various levels for effective monitoring, innovation, work efficiency and better co-ordination among various stakeholders of the projects:

**At State Level (to be attached with Chief Engineer)**

1. Team Leader
2. Construction Manager
3. Procurement Expert
4. Water/ Wastewater Management expert
5. SLWM Consultant
6. Sr. Architect with knowledge of AutoCAD

**At Circle Level (to be attached with Superintending Engineer)**

1. Construction Manager

**At District Level (to be attached with Executive Engineer)**

1. Construction Manager
2. Quality Expert

4.7. **Monitoring and supervision for works:**

The selected agency shall be responsible for monitoring/ supervising the construction works carried out by the contractor and shall submit report to the concerned Executive Engineer with a copy to the Superintending Engineer, Panchayati Raj concerned and to the Chief Engineer, Panchayati Raj Public Works on a weekly basis. The following activities are expected:

- a) Using a dashboard, ensure day to day site supervision by deploying team of full-time resident site engineers at each works location.
- b) Tracking the agreed time schedule and reporting planned v/s actual work completed on weekly basis.
- c) Ensure that the test of construction works and materials like steel, concrete, and surface finish etc. as per standard construction industry practice or relevant BIS Codes, National Building Code and terms, conditions and specifications as per the contract; random sample checks and certain samples to be sent to accredited external testing labs. reviewing material test certificates submitted by the contractor.

- d) Continuously check the quantities being executed and in case of any deviation due to site condition, change or modification, analyze the cost impact and bring it to the immediate notice of the department with recommended action plan.
- e) Ensure adequate mitigation measures are adopted for issues identified in the Environment Management Framework.
- f) Give notice to the Contractor on the behalf of the Executive engineer after taking approval from the Executive engineer and take necessary action in case of any noncompliance if observed.
- g) Monitor environmental health standards and other applicable practices including construction waste disposal observed by the contractors at construction site.
- h) Ensure that relevant and applicable Labour Standards, pollution control board regulations and other instructions of the Govt. are applied at construction sites.
- i) Develop an integrated construction schedule on MS Project (or similar widely accepted tool) with two-week micro plans for activities covering all trades and monitor compliance. The plan must clearly articulate the critical path (CPM).
- j) The selected agency needs to deploy latest technological tool for dashboard creation and remotely monitoring of the progress by the department. Access to the dashboard portal to be provided to stakeholders with secure login ID and password.
- k) The selected agency shall take corrective action if any activity which is slipping from critical path (CPM or baseline).
- l) The selected agency shall conduct fortnightly reviews and recasting of schedules where necessary to make up for lost time.
- m) The selected agency shall submit a monthly report to the concerned Executive Engineer, Panchayati Raj with a copy to the Superintending Engineer, Panchayati Raj concerned and to the Chief Engineer, Panchayati Raj Public Works on the progress made of the projects.
- n) Ensure work is being carried out as per approved DPR.

#### **4.8. Overall Coordination & Monitoring**

Selected agency shall deploy dedicated team in the office of Chief Engineer, Panchayati Raj, to plan, design, prepare DPR and monitor civil and electrical work along with bid process management, contract management and any other services which may be assigned by department from time to time during the contract period. Further, few resources shall be positioned at circle level and at district level for effective monitoring, coordination, and quality control services. Senior management of the selected agency shall attend regular meetings with the Department to apprise the progress of the project both financially and physically. Selected agency is required to deploy latest monitoring tool for dashboard creation and provide access to the tool for remote monitoring. Post the approval of the DPR, the selected agency would be carrying out the bid process management.

#### **4.9. Overall Contract Management**

Selected agency will be responsible for the end-to-end contract management for both civil works and procurement of machines and goods. Some of the contract management activities are listed below.

- Bid process management.
- Monitor Time and cost to ensure completion of the Project within the stipulated Time and Financial allocation
- Ensure quality control measures for civil works and machineries
- Co-ordinate with stakeholders/vendors/suppliers etc. for completion of civil infrastructure and installation and commissioning of machines
- Maintain track of all bank Guarantees, securities etc.
- Settlement of all accounts of the contractors and suppliers.
- Defend any suits or arbitration cases arising out of the project
- Settle the Audit/CTE's observations and arbitration cases etc. if any

#### **4.10. Project completion and handover**

The final activity will be to integrate the Project's operational outcome into the core activities of Department. For this purpose, the role of the selected agency will be as below:

- Carryout comprehensive verification of all the works upon completion
- Settlement of all accounts of the contractors and suppliers.

- Submit a Programme Completion Report covering the overall information of the project; various contract packages, status of all the contact packages in terms of period and cost, time and cost over runs, if any, project expenses analysis, estimates and final account of expenditure in the format as desired by the Department.
- Conduct a handover event with all stakeholders to update on activities identified and executed through the course of project

## **5. Proposed Technological Solutions**

### **5.1. Building Projects**

Apart from conventional building solutions such as RCC framed structure buildings, selected agency will propose new-age technological solutions keeping in view the requirement of the department to ensure high quality, timely completion, eco-friendly and cost effectiveness of the project.

Few proposed technological solutions that have already been approved by Building Materials & Technology Promotion Council, Ministry of Housing & Urban Poverty Alleviation, Government of India are as follows –

- a) Prefabricated Modular Building Solutions
- b) Polyisocyanurate (PIR) Drywall Construction Technology
- c) Precast Sandwich Panel System
- d) Light Gauge Steel Structural System
- e) Precast Concrete Construction System
- f) Suggest energy efficient building adhering to GRIHA/LEED certified buildings.

### **5.2. Grey Water Management Solutions**

There is no comprehensive sewerage system in most of the villages of Haryana state, especially for treatment of sewage/sullage generated. The human excreta are disposed of using on site sanitation methods and currently finding its destination in low-land areas and has created a threat to human life, especially speeding of vector borne diseases. Further, spent water from kitchen & bathrooms is let into surface drains which lead to local depressions (Pond). Septic effluent from septic tanks is also let into the surface water bodies (Pond). Such disposal of untreated wastewater in the

village pond has led to completely eutrophication of village pond. The proposed projects aim to effective abatement of pollution of the beautiful place villages of Haryana States by providing a comprehensive wastewater treatment system using Integrated natural treatment technology.

The proposal for technological intervention should comprise of primary treatment systems (screen and grit channels) followed by waste stabilization ponds in integration with fixed film treatment capsules, subject to approval of Haryana Pond and Wastewater Management Authority whereas applicable. The whole approach should be based on natural principles with no use electricity and electro-mechanical instruments.

The treated wastewater through integrated natural treatment system should be not only as per norms prescribed by CPCB/HPCB but should also be fit for reuse in agriculture activities.

During the design of integrated natural treatment systems, the provisions, as recommended by Manual of Sewerage and Sewage Treatment, published by Central Public Health and Environmental Engineering Organization (CPHEEO), Government of India and revised guidelines for preparation of DPRs by NRCD shall be adopted for design of sewerage system for this project.

PMC will propose a suitable low-cost technology for grey water management based on the existing site conditions of each village and implement upon approval of the department.

## Section – III

### **SUBMISSION OF BID**

#### **1. Bid Security/Earnest Money Deposit (EMD)**

- a) The bidder shall furnish Bid Security for an amount of INR 25,00,000 in online mode on the Haryana Tenders portal <https://etenders.hry.nic.in>.
- b) In case, as per notification of Government of India or Government of Haryana, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- c) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.
- d) Bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the empanelment process.
- e) The Earnest Money deposited shall be liable to be forfeited in case the empanelled Agency has failed to execute the project assigned as per the terms and conditions.
- f) Proper notice will be given to the empanelled agency with reasonable time before Earnest Money/Performance Bank Guarantee is forfeited.
- g) Forfeiture of Earnest Money/ Performance Bank Guarantee shall be without prejudice to any other right of the Department to claim any damages as admissible under the law as well as to take such action against the empanelled Company/Agency such as severing future business relation or blacklisting etc.

#### **2. Bid Validity**

The bid shall remain valid for acceptance for a period of 90 days (ninety days) after the date of Bid opening prescribed in the RFP Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the Bidders may be requested by the Chief Engineer, Panchayati Raj Public Works, Haryana to extend the validity of their bids up to a



specified period. The bidders hereby agree to extend the bid validity, without any change or modification of their Bid.

### **3. Signing of Bid**

- 3.1 The Bidders shall submit their bids as per the instructions contained in this document.
- 3.2 Bid shall be typed in English and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.
- 3.3 The bid shall be duly signed at the appropriate place as indicated in the RFP Documents and all other pages of the document. The bid shall not contain any erasure or overwriting.
- 3.4 The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 3.5 Bidding Document seeks proposal following two-bid system. First bid will be known as 'Technical Bid', and the second bid will be 'Price/Financial Bid'.
- 3.6 Authorized Signatory/Signing of Tender: Individual signing the proposal or other documents connected with contract must specify the capacity in which the RFP documents are signed. The Bidder shall provide valid authorization letter in favour of the authorised signatory by the Competent Department on the letter head of the organization.

### **4. Submission of Bids**

- 4.1 Bids have been invited on-line and bidder should submit their bid online through Haryana Tenders portal url: <https://etenders.hry.nic.in> in accordance with the bidding document.
- 4.2 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.3 The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- 4.4 Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4.5 Bidder should prepare the Bid Security as per the instruction specified in the tender document.
- 4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- 4.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.8 Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- 4.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **5. Submission of Bids**

- 5.1 Bids have been invited on-line and bidder should submit their bid online through Haryana Tenders portal url: <https://etenders.hry.nic.in> in accordance with the bidding document.
- 5.2 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.3 Bidder should prepare the Bid Security as per the instruction specified in the tender document.
- 5.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- 5.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.6 Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid

submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

- 5.7 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. Bid Opening**

- 6.1 The department will open the bids online at the specified date and time.
- 6.2 In case the specified date of bid opening falls on or is subsequently declared a holiday or closed day for the department, the bids will be opened at the appointed time on the next working day.
- 6.3 Authorized representatives of the Bidder, who have submitted bids may attend the bid opening.
- 6.4 Bids will be opened as indicated in Critical Date Sheet. The bids shall be scrutinized and evaluated by the department with reference to parameters prescribed in the RFP Document.

## Section – IV

### **EVALUATION OF BIDS AND AWARD OF CONTRACT**

#### **1. Preliminary Scrutiny of Bids**

- 1.1 Evaluation Committee of the Department will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 1.2 Prior to the evaluation of the Price bids, the department will determine the substantial responsiveness and technical eligibility of each bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which meets the technical eligibility criteria and conforms to all the terms and conditions of the RFP Document. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the department may waive the same at his discretion.
- 1.3 If bid is not substantially responsive, it will be rejected by the department.

#### **2. Eligibility Criteria**

The Bidders may submit their non-binding bid for providing required services as per the Scope of Service.

#### **3. Comparison of Bids and Award Criteria**

- 3.1. Empanelment will be done for following categories:
  1. **Building works.**
  2. **Grey Water Management:** includes renovation & development of Ponds, Treatment Systems through natural processes and establishing STPs etc.
  3. **Rural Electrification:** includes execution of Design, Supply, Installation, Testing, Commissioning with comprehensive maintenance of Smart Solar Street Light System, electrical installation, LED Street lighting, Solar hybrid power plants etc.
  4. **Faecal Sludge Treatment Plants**

5. **Landscaping and beautification:** includes horticulture, Operation & Maintenance of assets of Development & Panchayats Department.
  6. **Security system & IT services:** includes supply, installation, and maintenance of CCTV cameras, setting up of grievance centers plus social media campaign, Wi-fi and other IT & electric equipment across all villages.
  7. **Manpower and security** of assets of the Development and Panchayats Department and its Operation and Maintenance.
  8. **Rural Roads:** includes strengthening/ upgradation/ repair and maintenance.
  9. **Waste Management of households in rural areas.**
  10. **Transportation:** includes vehicles for transportation of staff of Development & Panchayats Department.
- 3.2. Agencies will quote single service charge against each category mentioned above. Lowest service charge against each category will be kept as benchmark. Other agencies (L-2 and L-3) who fulfil criteria, may also be considered for Empanelment if they agree to accept lowest service charges quotes by L-1 agency.
  - 3.3. Agencies so empanelled may be considered for award of work at the discretion of the department. Single or more than one agency can be empanelled for one or multiple categories of work and for different regions of the State, at the discretion of the department.
  - 3.4. Consequent upon Empanelment, performance will be the criteria for award of work.
  - 3.5. Work will be allotted to the agency in phased manner, work in phase -2 onwards shall be allotted on performance basis i.e. pace and quality of works.
  - 3.6. Department will take a one-time Performance Bank Guarantee (PBG) of value of Rs. One crore from the selected Agency which shall be returned back after successful completion of all works awarded.

#### **4. Empanelment Charges**

The agency qualified for empanelment shall have to pay empanelment charges of Rs. 1,00,000/- ( one lakh) + service tax as applicable, per year to the Department.

## 5. Service Charges

5.1. Service charges shall be quoted by the Bidder in the following format:

S. No.	Category of empanelment	Service Charges in percentage (inclusive of cost of operation, management, manpower deployment, taxes/ cess/ surcharge etc.). Nothing extra shall be payable on account of these services.	Service Charges in words
1	<b>Building works</b>		
2	<b>Grey Water Management:</b> includes renovation & development of Ponds, Treatment Systems through natural processes and establishing STPs etc.		
3	<b>Rural Electrification:</b> includes execution of Design, Supply, Installation, Testing, Commissioning with comprehensive maintenance of Smart Solar Street Light System, electrical installation, LED Street lighting, Solar hybrid power plants etc.		
4	<b>Faecal Sludge Treatment Plants</b>		
5	<b>Landscaping and beautification:</b> includes horticulture, Operation &		

	Maintenance of assets of Development & Panchayats Department.		
6	<b>Security system &amp; IT services:</b> includes supply, installation, and maintenance of CCTV cameras, setting up of grievance centers plus social media campaign, Wi-fi and other IT & electric equipment across all villages.		
7	<b>Manpower and security</b> of assets of the Development and Panchayats Department and its Operation and Maintenance.		
8	<b>Rural Roads:</b> includes strengthening/ upgradation/ repair and maintenance.		
9	<b>Waste Management of households in rural areas.</b>		
10	<b>Transportation:</b> includes vehicles for transportation of staff of Development & panchayats Department.		

- 5.2. Service charges shall be quoted by the Bidder shall remain firm and fixed during the duration of the contract and not subject to variation on any account.

## **6. Award of Contract**

- 6.1. Department has right to accept any Bid and to reject any or all Bids.
- 6.2. Department reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to Empanelment, without incurring any liability, whatsoever to the affected Bidder or Bidders.
- 6.3. Department is not bound to award each and every work to the empanelled agencies. The proposals being invited are non-binding and without any commitment of award of work.
- 6.4. Bidders are requested to submit their Proposal indicating the service charge for providing the services inclusive of manpower cost as mentioned above. However, the said proposal shall not be binding on department unless accepted vide a Notice of Award to the Bidder.

## **7. Notification of Empanelment/Execution of Memorandum of Agreement**

Department will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for the work, which have been selected by it has been accepted, indicating essential details such as service charges. The successful bidder must execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of Notification of Empanelment and start the work from the date of signing of contract agreement.



## Section – V

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The Bidders are required to submit soft copies of their bids electronically on the Haryana Tenders portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the Haryana Tenders portal, prepare their bids in accordance with the requirements and submitting their bids online on the Portal. More information useful for submitting online bids on the Portal may be obtained at <https://etenders.hry.nic.in>

#### 2. Registration

- i. Bidders are required to enroll on the Haryana Tenders portal at <https://etenders.hry.nic.in> by clicking on the link “Online bidder Enrolment” which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.
- iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Department recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### 3. Searching for document

- i. There are various search options built in the Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is

also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Portal.

- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

#### **4. Preparation of Bid**

- i. Bidder should consider corrigendum/amendment/modification published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be

uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. Submission of Bid**

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The Bidder must digitally sign and upload the required bid documents one by one as indicate in the tender document.
- iii. Bidder must select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- v. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vi. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

## **6. Assistance to the Bidders**

- i. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Department for a tender or the relevant contact person indicated in the tender.
- ii. Any query relating to the process of online bid submission or query relating to the Portal in general may be directed to the 24x7 on the Portal Helpdesk.

## Section – VI

### **General Terms and Conditions**

#### **1. Methodology of construction and management**

- 1.1. After getting award of work from the department, the agency will plan and carry out the projects as per the scope of work mentioned in this document. Department may constitute a 'Project Management Group' for all major decision-making activities of the Project and nominate one of his authorized representatives for day-to-day co-ordination with the agency to ensure smooth progress of work.
- 1.2. The agency shall submit the Site Plan and Architectural drawings for approval of the competent authority, after which, the agency shall submit the time schedule to the department within a month for effective monitoring of the project.
- 1.3. The tenders for execution of works shall be invited and finalized by the agency as per laid down Govt guidelines and their approved departmental procedures. The department will not be responsible for any procedural lapse in the tendering procedure of the agency. Executive Engineer concerned will be one of the member of tender evaluation and opening committee.
- 1.4. The work shall be executed by the agency as per relevant Indian Standard Codes, National Building Code and Haryana PWD code as applicable.
- 1.5. The quality assurance and control shall be ensured by the agency in all respects including mandatory tests on all materials and performance tests of complete items of works, as may be applicable. The requisite supervisory staff and engineers shall be provided at the site of work for effective supervision and quality assurance work.
- 1.6. The agency shall be responsible for the consequential effects arising out of the inspection of the project by the Vigilance Cell of the Department as well as of the State Govt. during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at the risk and cost of agency and for recoveries to be credited to the department. The same will apply for the defects pointed out by department through its

authorized representative/Officer. The Agency shall be responsible for settlement of any dispute arising with contractors without any cost implication to the department.

## **2. Procedure for hand over/ take-over of projects**

2.1. The agency shall be responsible for structural soundness of the project in all respects and a certificate shall be furnished by them to the Department after the completion of work as under:

*“It is certified that all prescribed Quality control measures had been ensured in the execution of the Project (Name of Project) and infrastructure created is Structurally sound and complies with relevant Indian Standard Codes and National Building Code as applicable”*

2.2. Two sets of final completed drawings of project (Architectural and Structural) and detailed layout plans of all services shall be prepared by agency and handed over to the department after completion of the Project along with a soft copy of all documents. Other Project related documents to be handed over to the department as required in both soft and hard copy.

2.3. Agency shall prepare a list of inventories that can be counted and is visible. These inventories shall be checked and taken over by the department through its authorized representative. Taking over the assets does not absolve the PWO of its responsibility of quality of work executed and rectification of defects at a later stage

2.4. Agency will make its own arrangement for the site office for their executive staff to supervise the execution and subsequent maintenance period. The cost is deemed to be included in the estimate.

## **3. Terms of payment and maintenance of accounts**

3.1. The agency shall execute the projects on behalf of the Department. Agency shall be paid service charges as quoted & accepted as ‘Project Management Consultancy/ Agency charges’ over the actual cost of project at various following stages:

<b>S. No.</b>	<b>Stages of payment</b>	<b>% Payment of service charges to PMC</b>
1	Approval of tender document and award of contract	25%
2	Approval of DPR	15%
3	20% completion of work	10%
4	40% completion of work	10%
5	60% completion of work	10%
6	80% completion of work	10%
7	100% completion of work	10%
8	Successful completion of Defect liability period of 12 months	10%
Total		100%

3.2. Single Nodal Accounts with Parent-Child facility under various schemes will be opened at State HQ. and payment of service charges of PMC shall be done from these accounts as per above schedule of payment on the satisfactory report of concerned Executive Engineer.

3.3. The cost of the project includes the actual work executed by the contractor at site till completion of the project including cost of survey, soil investigation, laboratory charges, of the testing of any material, cost involved in architectural and structural drawings by consultants engaged, vetting the same by reputed organizations like IIT etc., all statutory fees of local bodies in respect of obtaining sanction of plan, License of building constructed. Cost incurred in litigation if any, shall be paid at actuals.

3.4. GST as per actual is to be paid extra on service charge.

3.5. TDS shall be deducted while making the payments.

3.6. Service charges to agency will be paid as per progress of the works.

#### **4. Maintenance/ Construction works**

4.1. The Department will release the interest free rolling/ mobilization fund to the agency @ 30% of the actual cost of work on award. Thereafter, the actual expenditure may be got reimbursed through monthly/quarterly bills as per the physical progress of work on submission of 'Utilization Certificate' and the advance recouped.

4.2. In case of minor works in which the completion period is less than 3 months, full amount may be deposited to ensure smooth progress of work.

- 4.3. The agency shall submit every month/Quarter, the audited statement of expenditure (inclusive of taxes) with the original bills and schedule of deposit works in form as prescribed by the department to regularize the advance.
- 4.4. On completion of the project, within three months, the agency shall submit the final bill of accounts duly certified and audited for final adjustment of advances and settlement of final accounts of the project.
- 4.5. Balance 5% will be released after satisfactory completion of the work and handing over of the Project to the department.

## **5. Charges to be reimbursed on actual:**

- 5.1. All statutory fee/charges payable to local bodies in connection with sanctioning of development/Master plans etc., and license for construction of building including processing and other allied charges for above.
- 5.2. Any other statutory charges shall be payable only if a specific prior written approval has been taken from the department, otherwise no charges shall be entertained on any account whatsoever.

## **6. Time Schedule**

- 6.1. The work will be completed within the period as specified by the department (on case-to-case basis) after the award of work depending upon the nature, priority of work and availability of funds. The date of start will be reckoned from the date of release of 1<sup>st</sup> instalment of fund by the department.
- 6.2. The time as given under Para 7.1 shall be adhered to and monitored by the agency. A detailed time schedule for all the activities shall be submitted by the agency within 30 days of the date of issue of Administrative Approval. Agency shall be responsible for any delay in the works except the delay which is on account of the department.
- 6.3. Time shall be the essence of the agreement. Any deviation from the agreed schedule of work to be promptly reported to the department along with corrective measures.

## **7. Penalty**

The agency shall be liable for consequences for the delay in completion of work by the contractor or quality. Consequences may include termination, blacklisting,

penalties or any other measure as may be deemed fit by the department. Penalty shall be deducted to the extent of damage caused to the project and Bidder shall also be liable to indemnify the department for all damages, losses, cost, claims etc.

## **8. Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, Department: -

- a) will reject a proposal for Empanelment if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the department if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- c) reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment, and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

## **9. Settlement of Disputes**

- 9.1. If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Administrative Secretary Development and Panchayats Department, Haryana Government.
- 9.2. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof
- 9.3. The place of arbitration shall be Chandigarh.



9.4. The arbitrator's award shall be substantiated in writing and binding on the parties.

9.5. The proceedings of arbitration shall be conducted in English language.

9.6. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

**10. Governing Law:** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Chandigarh, India only.

### **11. Amendments to Bidding Documents**

At any time prior to the deadline for submission of Bids, the department may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it. Such an amendment to the Bidding documents will be uploaded on department website [www.harpanchayats.gov.in](http://www.harpanchayats.gov.in) only.

### **12. Force majeure**

12.1. The agency shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earthquakes, flood and lightning, pandemic etc.

12.2. The agency shall not be responsible for the delays/stoppage of work due to force majeure conditions like, natural conditions, like natural calamities, civil disturbances, strike, war, pandemic etc. and losses suffered, if any, by the department on this account, the agency shall not be liable to bear such losses and no compensation of any kind whatsoever will be payable by the department to the agency.

### **13. Miscellaneous**

13.1. A Copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to the department for record.

13.2. The agency assumes the responsibility to complete the work within cost estimates framed by them and approved by the department.

13.3. The unspent balance will be refunded as per directions given by the department. In case of failure to refund the unspent balance within a period of three months from the date of giving such directives, agency shall be liable to pay interest @12% per annum thereon.

13.4. In case the agency fails for any reason whatsoever to undertake execution of work entrusted to it, it shall inform the Department accordingly within a period of three months from the date of release of funds by the department and whole amount will be refunded in one installment to the department, with interest @ 12 % per annum will be charged by the department.

13.5. The account books of such deposit works will be subjected to audit by the C&AG/ PAG/ LAD or his nominee.

#### **14. Independent Contractor Status**

It is understood, agreed and acknowledged that the Agency is not an agent or employee of the department, and is not authorized to act on behalf of the department except where specifically authorized in writing by the department. The Agency agrees not to hold itself out as, or give any person any reason to believe that he is, an employee, agent, or partner of department.

The Agency's employees (if any) shall for all purposes always remain the employee/s of the Agency and shall have no employer –employee relation with the department. The Agency shall ensure that all statutory compliance with respect to its employees shall be solely complied with and always remain the sole responsibility of the Agency.

#### **15. Indemnification**

The Agency agrees to take all necessary precautions to prevent injury to any persons (including employees of contractor or the department) or damage to property (including the department property) during the term of this engagement and shall indemnify and hold the Department and its officers, agents, Directors and Employees harmless against all claims, losses, damages, costs expenses (including reasonable attorney's fees) and injuries to person or property (including death) resulting in any way, from any act, omission or negligence on the part of Agency in the performance or failure to fulfil any Services as mentioned in the Award of Works under this engagement.

## BID SUBMISSION FORM

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

To

The Chief Engineer  
Department of Panchayati raj and Rural Development  
Haryana Panchayat Bhawan,  
Sector 28-A, Chandigarh

Reference: Your RFP Document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (*if any*), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred document for the service charges in the Price Bid, attached herewith and made part of this Bid.

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of General Conditions of Contract as per RFP document.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any. In the event of any deviation from the terms of the tender document, we agree and acknowledge that the Bid Security and Performance Guarantee shall stand forfeited without any protest and demur of the Bidder.

\_\_\_\_\_

[*Signature with date, name and designation*]

Duly authorized to sign Bid for and on behalf of

Messrs \_\_\_\_\_



## PRICE BID

We hereby submit our competitive quotation for service charges exclusive of GST for Award of Work in case of our Empanelment with your organization for a period of four years from the date of signing of contract.

S. No.	Category of empanelment	Service Charges in percentage (inclusive of cost of operation, management, manpower deployment, taxes/ cess/ surcharge etc.). Nothing extra shall be payable on account of these services.	Service Charges in words
1	<b>Building works</b>		
2	<b>Grey Water Management:</b> includes renovation & development of Ponds, Treatment Systems through natural processes and establishing STPs etc.		
3	<b>Rural Electrification:</b> includes execution of Design, Supply, Installation, Testing, Commissioning with comprehensive maintenance of Smart Solar Street Light System, electrical installation, LED Street lighting, Solar hybrid power plants etc.		
4	<b>Faecal Sludge Treatment Plants</b>		

5	<b>Landscaping and beautification:</b> includes horticulture, Operation & Maintenance of assets of Development & Panchayats Department.		
6	<b>Security system &amp; IT services:</b> includes supply, installation, and maintenance of CCTV cameras, setting up of grievance centers plus social media campaign, Wi-fi and other IT & electric equipment across all villages.		
7	<b>Manpower and security</b> of assets of the Development and Panchayats Department and its Operation and Maintenance.		
8	<b>Rural Roads:</b> includes strengthening/ upgradation/ repair and maintenance.		
9	<b>Waste Management of households in rural areas.</b>		
10	<b>Transportation:</b> includes vehicles for transportation of staff of Development & panchayats Department.		

**DECLARATION**

1. The information given in the Price bid by the undersigned are correct.
2. We hereby undertake to execute the Work Order of any value awarded during the validity of Agreement in the region of empanelment.

Signature of the Bidder \_\_\_\_\_

Designation \_\_\_\_\_

Name \_\_\_\_\_

Company Name and Address \_\_\_\_\_

(With Seal) \_\_\_\_\_

Telephone No. (Office) \_\_\_\_\_

Mobile No. \_\_\_\_\_

**Note:**

*Any quote less than 3% will be considered un-responsive*

*Ranking will be prepared*



**GENERAL CONDITIONS OF CONTRACT (GCC)**

**Department of Panchayat Development and Rural Development**

**Memorandum of Agreement**

This AGREEMENT is made and executed at Chandigarh on

\_\_\_\_\_

**BETWEEN**

Department of Panchayat Development and Rural Development (DOPD), having its Office at \_\_\_\_\_

**AND**

The Public Work Organization, Name \_\_\_\_\_, having its Corporate Office at \_\_\_\_\_ hereinafter referred as Project Management AGENCY or only the '**AGENCY**'; which expression unless the context requires another, or a different meaning shall include his/their/its successors, heirs, representatives, executors, administrators and officers authorized by him

*The Department and the Agency shall be collectively referred to as the "Parties" and individually as 'Party'.*

**AND WHEREAS**, the Agency is an organization having expertise in providing consultancy on various infrastructure related projects and has vast experience in undertaking designing, planning, construction, and maintenance of infrastructure projects.

Whereas the department **based on the assurances and representations of the Agency** has agreed to assign the **AGENCY**, as a Deposit work on turnkey and cost-plus basis, the job of planning, designing, construction and maintenance of infrastructure projects/development at various locations across India hereinafter referred as Project and the AGENCY has accepted the aforesaid assignment at a mutually agreed Agency charge of \_\_\_\_%.

The Department hereby retains the Agency, and the Agency hereby agrees to perform such Services (as defined below), as may be assigned by the department from time to time in connection with the Projects and as broadly outlined in this AGREEMENT. For every such assignment the department as per its practices may issue an Award of Work (“**AOW**”) to the Agency which shall form an integral part of this Agreement.

## **Scope of services for empanelment**

### **1. Introduction**

Panchayati Raj Engineering Wing of Development & Panchayats Department is handling the execution of development works under various schemes of Development & Panchayats Department, Rural Development Department, Haryana Rural Development Funds Administration Board, Haryana Rural Development Authority works, Panchayati Raj Institutions (ZPs/PSs/GPs) works, Deposit works assigned by various departments and District Administration.

### **2. Coverage**

The coverage of this engagement will be throughout the State of Haryana, with administrative division:

Administrative Division of Haryana	Nos.
Divisions	6
Districts	22
Blocks	143
Zila Parishads	22
Panchayat Samitis	143
Gram Panchayats	6234
No. of Villages	7030

Further, development works of the following shall be covered under this engagement:

**(E) Budgeted Schemes of Development & Panchayats Department**

1. Scheme for Sanitation under Swachh Bharat Mission (Gramin) Grey Water Management
2. Deenbandhu Haryana Gram Uday Yojana
3. New Construction/Renovation/Repair of Block Office Buildings including Panchayats/Zila Parishad & State Panchayat Bhawan, Directorate Office and Gram Sachivalayas
4. Haryana Gramin Vikas Yojna
5. Financial Assistance to Panchayati Raj Institutions on the recommendation of State Finance Commission
6. Haryana Rural Development Authority

**(F) Rural Development Department**

5. Saansad Adarsh Gram Yojana (SAGY)
6. Vidhayak Adarsh Gram Yojana (VAGY)
7. Shyama Prasad Mukherjee Rurban Mission (SPMRM)
8. Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGA)

**(G) Haryana Rural Development Funds Administration Board**

**(H) Pond Authority works**

**3. Aims and Objectives**

Request for Proposal has been invited for Empanelment of any Public Sector Undertaking set up by the Centre/ State Government to improve the working of department in terms of sharing the excessive workload and introduction of innovative technologies.

**4. Scope of services**

4.1. The board scope of services for this engagement may be as under :-

1) *Pre-construction Stage*

- ✓ *Planning Phase*
- ✓ *Tendering Phase*

2) *Construction Stage*

- ✓ *Engagement of Contractor at Site*
- ✓ *Scheduling & Monitoring of Progress*

- ✓ *Quality Management*
- ✓ *Safety Management*
- ✓ *Procurement Management*
- ✓ *Construction Supervision and Commissioning*
- ✓ *Bills Certification & Cost Monitoring*
- ✓ *Reporting*

3) *Post-Construction Stage*

- ✓ *Handing Over*
- ✓ *Documentation & Audit Closure*
- ✓ *Defect Liability Period*
- ✓ *Project Closure Report*

4.2. The PMC shall provide Comprehensive Project Management Consultancy for planning, selection of low cost – local technologies, preparation of standard designs and drawings, preparation of Detailed Project Report (DPR), tender management, contract management, preparation of specifications of materials, machinery and equipments; procurement of material & equipments; ensuring quality control and providing implementation & monitoring support during the course of the project. Presently, following major projects are being taken up by the Panchayati Raj Engineering Wing:

- a) Construction of Zila Parishad Buildings (energy efficient) in various districts of Haryana.
- b) Construction of Community Centers (energy efficient) along with allied infrastructure such as Community Hall, Lawn/Park, Commercial Shops, Library, Gym, Bank/ATMs, Post office, Panchayat office, Sports center, and parking etc. in the villages of Haryana.
- c) Implementation of Grey Water Management in various villages. Grey water management including renovation & development of Ponds, Treatment Systems through natural processes and establishing STPs.
- d) Execution of Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance of Smart Solar Street Light System
- e) Faecal Sludge Treatment Plants
- f) Rural Electrification: Electrical installation/rural electrification including Street lighting, Solar hybrid power plants.

- g) Landscaping, beautification, and Operation & Maintenance of assets of Development & Panchayats Department.
- h) Security system & IT services including Supply, Installation and maintenance of CCTV cameras, setting up of grievance centers plus social media campaign, Atal Sewa Kendras, Wi-fi and other IT & electric equipment across all villages.
- i) Manpower and security of assets of the Development and Panchayats Department and its Operation and Maintenance.
- j) Rural Roads including strengthening/ upgradation/ repair and maintenance.
- k) Waste Management of households in rural areas.
- l) Vehicles for transportation of staff of Development & Panchayats Department.

#### **4.3. Mandatory Obligations of the Agency**

- i. To obtain administrative and technical approval from the competent authority as prescribed by the department for the conceptual plan(s) of any project.
- ii. Preparation of layout and detailed Architectural/Structural designs and drawings of civil works, buildings, plumbing, sanitary, water supply, electrical services, mechanical, generators, HVAC, landscaping etc. as per need in accordance with various statutory Acts/ Codes/ Regulations/ Guidelines of Centre/ State Govt. and to obtain approval from the competent authority.
- iii. To obtain all applicable statutory approvals and certificates from concerned govt. agencies for pre-construction as well as post construction activities on behalf of the department.
- iv. Overlook complete construction of projects and oversee supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control etc. PMC shall be responsible for end-to-end Project Management from design to final handover of the facilities.
- v. Monitoring supervision of civil works for quality and timely completion of the projects.

- vi. Co-ordination with all other agencies, local authorities/bodies for implementation of the projects as per requirement of site conditions and local bye-laws.
- vii. Issuance of Completion certificates and handing over of the site after final inspection by getting rectified snag list, monitoring the performance during defects liability period of the selected contractor by the PMC enforcing rectification of defects.
- viii. The Agency shall handover over all the drawings and project related documents to the department.
- ix. The agency will ensure that the design, estimates and drawings are consistent with Applicable Laws, Statutory BIS Codes, NBC, Haryana Schedule of Rates (plus escalation as per prevalent allotted rates), Haryana PWD Code, Haryana Govt. labor laws and other rules/regulations of the State.
- x. The agency will use Eco-friendly designs to minimize the adverse environmental and social impact (water harvesting, solid waste and water effluent management, renewable energy, use of eco-friendly material, etc.)
- xi. The agency will use Energy efficient design
- xii. The agency will ensure usage of low-cost technologies to achieve reduced total cost of ownership and saving to the exchequer.
- xiii. The agency will prepare flexible designs with respect to usage and expansion/contracting in the future
- xiv. The agency will prepare designs friendly for disabled and/or physically challenged persons
- xv. The agency will prepare two (2) or more distinct concept layouts considering effective usage of area and space, natural elements as wind, sunlight including cost, aesthetic values etc.
- xvi. Electrical design prepared by the agency shall have scope to include Solar Power/ Other Non-Conventional Energy Sources as far as possible and layout & scheme for Extra Low voltage system includes fire detection system, public address system, Telephone, data, TV system, Access control system, CCTV, Integrated building management system etc. as per the requirement.

- xvii. HVAC system designed by the agency shall comprise of designing, detailing, value engineering and specifying with schedule of quantities for all works pertaining to air-conditioning, ventilation, smoke exhaust and fresh air supply system conforming to the applicable standards, statutes, regulations and safety codes and designed to efficiently and effectively operate for maximum energy efficiency and low noise level in all climatic conditions.
- xviii. Fire & Life safety design and Engineering shall comprise fire hydrant system, Fire Alarm, Fire walls with fire doors, fire escape staircases, doors and exits etc. as per National Building Code of India (latest) and suitably incorporating leading practices as per global standards
- xix. The agency will design FSTP/ETP/STP as per standards used by the CPHEEO/ PHED, Haryana and will ensure use of low cost and relevant technology after exploring all prevalent technologies available in the market.
- xx. The agency will provide Interior work design
- xxi. The agency will provide Landscaping design
- xxii. Building Management System design shall comprise of HVAC control system design & detailing, Electrical distribution controls design & detailing, Water supply control design & detailing, Lighting control design & detailing, Access control design & detailing, Security, Surveillance and Safety design & detailing, Advanced Communication system design & detailing as per the department's requirement.
- xxiii. PMC shall allot the rates of works within the rates being allotted in the State of Haryana by (i) PWD (B&R) for building works; (ii) PHED for STP works and (iii) Panchayati Raj Public Works for other works. Any deviation more than that shall seek approval from the competent authority.
- xxiv. PMC shall maintain records as per Departmental procedures including Detailed Project Reports, Measurement Books (MBs), Stock registers, Quality Control registers at sites, photographs at various stages of construction etc.

4.4. The Department shall check the stage/ quality of construction through their Executive Engineers or any other authorised officer before releasing the payment at various stages.

4.5. The Department may engage a Third-Party Audit agency for checking/ inspection of quality of works.

4.6. **Deployment of Team:** The PMC shall deploy a team of experts/ specialists in construction management and other technical domain areas at various levels for effective monitoring, innovation, work efficiency and better co-ordination among various stakeholders of the projects:

**At State Level (to be attached with Chief Engineer)**

1. Team Leader
2. Construction Manager
3. Procurement Expert
4. Water/ Wastewater Management expert
5. SLWM Consultant
6. Sr. Architect with knowledge of AutoCAD

**At Circle Level (to be attached with Superintending Engineer)**

1. Construction Manager

**At District Level (to be attached with Executive Engineer)**

1. Construction Manager
2. Quality Expert

4.7. **Monitoring and supervision for works:**

The selected agency shall be responsible for monitoring/ supervising the construction works carried out by the contractor and shall submit report to the concerned Executive Engineer with a copy to the Superintending Engineer, Panchayati Raj concerned and to the Chief Engineer, Panchayati Raj Public Works on a weekly basis. The following activities are expected:

- a) Using a dashboard, ensure day to day site supervision by deploying team of full-time resident site engineers at each works location.
- b) Tracking the agreed time schedule and reporting planned v/s actual work completed on weekly basis.



- c) Ensure that the test of construction works and materials like steel, concrete, and surface finish etc. as per standard construction industry practice or relevant BIS Codes, National Building Code and terms, conditions and specifications as per the contract; random sample checks and certain samples to be sent to accredited external testing labs. reviewing material test certificates submitted by the contractor.
- d) Continuously check the quantities being executed and in case of any deviation due to site condition, change or modification, analyze the cost impact and bring it to the immediate notice of the department with recommended action plan.
- e) Ensure adequate mitigation measures are adopted for issues identified in the Environment Management Framework.
- f) Give notice to the Contractor on the behalf of the Executive engineer after taking approval from the Executive engineer and take necessary action in case of any noncompliance if observed.
- g) Monitor environmental health standards and other applicable practices including construction waste disposal observed by the contractors at construction site.
- h) Ensure that relevant and applicable Labour Standards, pollution control board regulations and other instructions of the Govt. are applied at construction sites.
- i) Develop an integrated construction schedule on MS Project (or similar widely accepted tool) with two-week micro plans for activities covering all trades and monitor compliance. The plan must clearly articulate the critical path (CPM).
- j) The selected agency needs to deploy latest technological tool for dashboard creation and remotely monitoring of the progress by the department. Access to the dashboard portal to be provided to stakeholders with secure login ID and password.
- k) The selected agency shall take corrective action if any activity which is slipping from critical path (CPM or baseline).
- l) The selected agency shall conduct fortnightly reviews and recasting of schedules where necessary to make up for lost time.

- m) The selected agency shall submit a monthly report to the concerned Executive Engineer, Panchayati Raj with a copy to the Superintending Engineer, Panchayati Raj concerned and to the Chief Engineer, Panchayati Raj Public Works on the progress made of the projects.
- n) Ensure work is being carried out as per approved DPR.

#### **4.8. Overall Coordination & Monitoring**

Selected agency shall deploy dedicated team in the office of Chief Engineer, Panchayati Raj, to plan, design, prepare DPR and monitor civil and electrical work along with bid process management, contract management and any other services which may be assigned by department from time to time during the contract period. Further, few resources shall be positioned at circle level and at district level for effective monitoring, coordination, and quality control services. Senior management of the selected agency shall attend regular meetings with the Department to apprise the progress of the project both financially and physically. Selected agency is required to deploy latest monitoring tool for dashboard creation and provide access to the tool for remote monitoring. Post the approval of the DPR, the selected agency would be carrying out the bid process management.

#### **4.9. Overall Contract Management**

Selected agency will be responsible for the end-to-end contract management for both civil works and procurement of machines and goods. Some of the contract management activities are listed below.

- Bid process management.
- Monitor Time and cost to ensure completion of the Project within the stipulated Time and Financial allocation
- Ensure quality control measures for civil works and machineries
- Co-ordinate with stakeholders/vendors/suppliers etc. for completion of civil infrastructure and installation and commissioning of machines
- Maintain track of all bank Guarantees, securities etc.
- Settlement of all accounts of the contractors and suppliers.
- Defend any suits or arbitration cases arising out of the project
- Settle the Audit/CTE's observations and arbitration cases etc. if any

#### **4.10. Project completion and handover**

The final activity will be to integrate the Project's operational outcome into the core activities of Department. For this purpose, the role of the selected agency will be as below:

- Carryout comprehensive verification of all the works upon completion
- Settlement of all accounts of the contractors and suppliers.
- Submit a Programme Completion Report covering the overall information of the project; various contract packages, status of all the contact packages in terms of period and cost, time and cost over runs, if any, project expenses analysis, estimates and final account of expenditure in the format as desired by the Department.
- Conduct a handover event with all stakeholders to update on activities identified and executed through the course of project

### **5. Proposed Technological Solutions**

#### **5.1. Building Projects**

Apart from conventional building solutions such as RCC framed structure buildings, selected agency will propose new-age technological solutions keeping in view the requirement of the department to ensure high quality, timely completion, eco-friendly and cost effectiveness of the project.

Few proposed technological solutions that have already been approved by Building Materials & Technology Promotion Council, Ministry of Housing & Urban Poverty Alleviation, Government of India are as follows –

- a) Prefabricated Modular Building Solutions
- b) Polyisocyanurate (PIR) Drywall Construction Technology
- c) Precast Sandwich Panel System
- d) Light Gauge Steel Structural System
- e) Precast Concrete Construction System
- f) Suggest energy efficient building adhering to GRIHA/LEED certified buildings.

#### **5.2. Grey Water Management Solutions**

There is no comprehensive sewerage system in most of the villages of Haryana state, especially for treatment of sewage/sullage generated. The

human excreta are disposed of using on site sanitation methods and currently finding its destination in low-land areas and has created a threat to human life, especially speeding of vector borne diseases. Further, spent water from kitchen & bathrooms is let into surface drains which lead to local depressions (Pond). Septic effluent from septic tanks is also let into the surface water bodies (Pond). Such disposal of untreated wastewater in the village pond has led to completely eutrophication of village pond. The proposed projects aim to effective abatement of pollution of the beautiful place villages of Haryana States by providing a comprehensive wastewater treatment system using Integrated natural treatment technology.

The proposal for technological intervention should comprise of primary treatment systems (screen and grit channels) followed by waste stabilization ponds in integration with fixed film treatment capsules, subject to approval of Haryana Pond and Wastewater Management Authority whereas applicable. The whole approach should be based on natural principles with no use electricity and electro-mechanical instruments.

The treated wastewater through integrated natural treatment system should be not only as per norms prescribed by CPCB/HPCB but should also be fit for reuse in agriculture activities.

During the design of integrated natural treatment systems, the provisions, as recommended by Manual of Sewerage and Sewage Treatment, published by Central Public Health and Environmental Engineering Organization (CPHEEO), Government of India and revised guidelines for preparation of DPRs by NRCD shall be adopted for design of sewerage system for this project.

PMC will propose a suitable low-cost technology for grey water management based on the existing site conditions of each village and implement upon approval of the department.

## **General Terms and Conditions**

### **6. Methodology of construction and management**

- 6.1 After getting award of work from the department, the agency will plan and carry out the projects as per the scope of work mentioned in this document.

Department may constitute a 'Project Management Group' for all major decision-making activities of the Project and nominate one of his authorized representatives for day-to-day co-ordination with the agency to ensure smooth progress of work.

- 6.2 The agency shall submit the Site Plan and Architectural drawings for approval of the competent authority, after which, the agency shall submit the time schedule to the department within a month for effective monitoring of the project.
- 6.3 The tenders for execution of works shall be invited and finalized by the agency as per laid down Govt guidelines and their approved departmental procedures. The department will not be responsible for any procedural lapse in the tendering procedure of the agency. Executive Engineer concerned will be one of the member of tender evaluation and opening committee.
- 6.4 The work shall be executed by the agency as per relevant Indian Standard Codes, National Building Code and Haryana PWD code as applicable.
- 6.5 The quality assurance and control shall be ensured by the agency in all respects including mandatory tests on all materials and performance tests of complete items of works, as may be applicable. The requisite supervisory staff and engineers shall be provided at the site of work for effective supervision and quality assurance work.
- 6.6 The agency shall be responsible for the consequential effects arising out of the inspection of the project by the Vigilance Cell of the Department as well as of the State Govt. during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at the risk and cost of agency and for recoveries to be credited to the department. The same will apply for the defects pointed out by department through its authorized representative/Officer. The Agency shall be responsible for settlement of any dispute arising with contractors without any cost implication to the department.

## **7. Procedure for hand over/ take-over of projects**

- 7.1 The agency shall be responsible for structural soundness of the project in all respects and a certificate shall be furnished by them to the Department after the completion of work as under:

*“It is certified that all prescribed Quality control measures had been ensured in the execution of the Project (Name of Project) and infrastructure created is Structurally sound and complies with relevant Indian Standard Codes and National Building Code as applicable”*

- 7.2 Two sets of final completed drawings of project (Architectural and Structural) and detailed layout plans of all services shall be prepared by agency and handed over to the department after completion of the Project along with a soft copy of all documents. Other Project related documents to be handed over to the department as required in both soft and hard copy.
- 7.3 Agency shall prepare a list of inventories that can be counted and is visible. These inventories shall be checked and taken over by the department through its authorized representative. Taking over the assets does not absolve the PWO of its responsibility of quality of work executed and rectification of defects at a later stage
- 7.4 Agency will make its own arrangement for the site office for their executive staff to supervise the execution and subsequent maintenance period. The cost is deemed to be included in the estimate.

## **8. Terms of payment and maintenance of accounts**

- 8.1 The agency shall execute the projects on behalf of the Department. Agency shall be paid service charges as quoted & accepted as ‘Project Management Consultancy/ Agency charges’ over the actual cost of project at various following stages:

<b>S. No.</b>	<b>Stages of payment</b>	<b>% Payment of service charges to PMC</b>
1	Approval of tender document and award of contract	25%
2	Approval of DPR	15%
3	20% completion of work	10%
4	40% completion of work	10%
5	60% completion of work	10%
6	80% completion of work	10%
7	100% completion of work	10%
8	Successful completion of Defect liability period of 12 months	10%
<b>Total</b>		<b>100%</b>

- 8.2 Single Nodal Accounts with Parent-Child facility under various schemes will be opened at State HQ. and payment of service charges of PMC shall be done from these accounts as per above schedule of payment on the satisfactory report of concerned Executive Engineer.
- 8.3 The cost of the project includes the actual work executed by the contractor at site till completion of the project including cost of survey, soil investigation, laboratory charges, of the testing of any material, cost involved in architectural and structural drawings by consultants engaged, vetting the same by reputed organizations like IIT etc., all statutory fees of local bodies in respect of obtaining sanction of plan, License of building constructed. Cost incurred in litigation if any, shall be paid at actuals.
- 8.4 GST as per actual is to be paid extra on service charge.
- 8.5 TDS shall be deducted while making the payments.
- 8.6 Service charges to agency will be paid as per progress of the works.

## **9. Maintenance/ Construction works**

- 9.1 The Department will release the interest free rolling/ mobilization fund to the agency @ 30% of the actual cost of work on award. Thereafter, the actual expenditure may be got reimbursed through monthly/quarterly bills as per the physical progress of work on submission of 'Utilization Certificate' and the advance recouped.
- 9.2 In case of minor works in which the completion period is less than 3 months, full amount may be deposited to ensure smooth progress of work.
- 9.3 The agency shall submit every month/Quarter, the audited statement of expenditure (inclusive of taxes) with the original bills and schedule of deposit works in form as prescribed by the department to regularize the advance.
- 9.4 On completion of the project, within three months, the agency shall submit the final bill of accounts duly certified and audited for final adjustment of advances and settlement of final accounts of the project.
- 9.5 Balance 5% will be released after satisfactory completion of the work and handing over of the Project to the department.

## **10. Charges to be reimbursed on actual:**

10.1 All statutory fee/charges payable to local bodies in connection with sanctioning of development/Master plans etc., and license for construction of building including processing and other allied charges for above.

10.2 Any other statutory charges shall be payable only if a specific prior written approval has been taken from the department, otherwise no charges shall be entertained on any account whatsoever.

## **11. Time Schedule**

11.1 The work will be completed within the period as specified by the department (on case-to-case basis) after the award of work depending upon the nature, priority of work and availability of funds. The date of start will be reckoned from the date of release of 1st instalment of fund by the department.

11.2 The time as given under Para 7.1 shall be adhered to and monitored by the agency. A detailed time schedule for all the activities shall be submitted by the agency within 30 days of the date of issue of Administrative Approval. Agency shall be responsible for any delay in the works except the delay which is on account of the department.

11.3 Time shall be the essence of the agreement. Any deviation from the agreed schedule of work to be promptly reported to the department along with corrective measures.

## **12. Penalty**

The agency shall be liable for consequences for the delay in completion of work by the contractor or quality. Consequences may include termination, blacklisting, penalties or any other measure as may be deemed fit by the department. Penalty shall be deducted to the extent of damage caused to the project and Bidder shall also be liable to indemnify the department for all damages, losses, cost, claims etc.

## **13. Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, Department: -



- d) will reject a proposal for Empanelment if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- e) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the department if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- f) reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment, and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

#### **14. Settlement of Disputes**

- 14.1 If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Administrative Secretary Development and Panchayats Department, Haryana Government.
- 14.2 The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof
- 14.3 The place of arbitration shall be Chandigarh.
- 14.4 The arbitrator's award shall be substantiated in writing and binding on the parties.
- 14.5 The proceedings of arbitration shall be conducted in English language.
- 14.6 The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

**15. Governing Law:** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Chandigarh, India only.

**16. Amendments to Bidding Documents**

At any time prior to the deadline for submission of Bids, the department may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it. Such an amendment to the Bidding documents will be uploaded on department website [www.harpanchayats.gov.in](http://www.harpanchayats.gov.in) only.

**17. Force majeure**

17.1 The agency shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earthquakes, flood and lightning, pandemic etc.

17.2 The agency shall not be responsible for the delays/stoppage of work due to force majeure conditions like, natural conditions, like natural calamities, civil disturbances, strike, war, pandemic etc. and losses suffered, if any, by the department on this account, the agency shall not be liable to bear such losses and no compensation of any kind whatsoever will be payable by the department to the agency.

**18. Miscellaneous**

18.1 A Copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to the department for record.

18.2 The agency assumes the responsibility to complete the work within cost estimates framed by them and approved by the department.

18.3 The unspent balance will be refunded as per directions given by the department. In case of failure to refund the unspent balance within a period of three months from the date of giving such directives, agency shall be liable to pay interest @12% per annum thereon.

18.4 In case the agency fails for any reason whatsoever to undertake execution of work entrusted to it, it shall inform the Department accordingly within a period of three months from the date of release of funds by the department and whole amount will be refunded in one installment to the department, with interest @ 12 % per annum will be charged by the department.

18.5 The account books of such deposit works will be subjected to audit by the C&AG/ PAG/ LAD or his nominee.

### **19. Independent Contractor Status**

It is understood, agreed and acknowledged that the Agency is not an agent or employee of the department, and is not authorized to act on behalf of the department except where specifically authorized in writing by the department. The Agency agrees not to hold itself out as, or give any person any reason to believe that he is, an employee, agent, or partner of department.

The Agency's employees (if any) shall for all purposes always remain the employee/s of the Agency and shall have no employer –employee relation with the department. The Agency shall ensure that all statutory compliance with respect to its employees shall be solely complied with and always remain the sole responsibility of the Agency.

### **20. Indemnification**

The Agency agrees to take all necessary precautions to prevent injury to any persons (including employees of contractor or the department) or damage to property (including the department property) during the term of this engagement and shall indemnify and hold the Department and its officers, agents, Directors and Employees harmless against all claims, losses, damages, costs expenses (including reasonable attorney's fees) and injuries to person or property (including death) resulting in any way, from any act, omission or negligence on the part of Agency in the performance or failure to fulfil any Services as mentioned in the Award of Works under this engagement.

## 21. Validity Of Agreement

- 21.1 This agreement between Department and Agency shall be valid for four (04) years which may be extended at the sole discretion of Department subject to mutual consent by further one (01) year. Other terms and conditions of the engagements including service charge quoted to remain same during the extension period years or unless terminated by both parties in accordance with the terms referred above.
- 21.2 Department reserves its right to terminate the Agreement, in the event of any deviation and or breach of terms and conditions by the Agency, if not rectified within the period as mentioned in the Notice issued by Department.
- 21.3 Department may also terminate for convenience by serving one-month advance notice to the bidder.
- 21.4 Bidder may only terminate the Agreement in the event of breach of terms and conditions by Department and not addressed by Department within 60 days of notice by the Bidder.
- 21.5 Termination of this Agreement for any cause shall not release the parties from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 21.6 This AGREEMENT shall be applicable both for construction and maintenance works.

In witness where of the parties here unto have set their hands and seals on the day and year first written above.

For & on behalf of

**Name of PWO**

Authorized Representative

For & on behalf of

**Department of Panchayat  
Development**

Authorized Representative

Witness

1.

Witness

1.

