

SECTION-1 A

**JHARKHAND STATE RURAL ROAD DEVELOPMENT AUTHORITY**

(Name of Organization inviting RFP)

**Press Notice for Request for Proposal for Consultancy Services of State Quality Monitoring under Pradhan Mantri Gram Sadak Yojana**

No. .... Date: .....

1. The Pradhan Mantri Gram Sadak Yojana (PMGSY), a fully funded programme of Ministry of Rural Development (MoRD), Government of India aims at providing all weather road connectivity to eligible unconnected habitation. The Programme is being implemented by the State Government of **JHARKHAND** with **JSRRDA** as the implementing Agency (herein after referred to as the Agency).

2. The Consultancy services are required for independent quality monitoring at State level as provided in PMGSY Programme Guidelines issued by Government of India.

3. The Agency invites Technical and Financial proposals on approved TOR from consulting engineering firms or bodies (hereinafter referred as the Consultant) corporate to undertake and perform the duties and functions of State Quality Monitors. The Technical Proposal will be evaluated as per the criteria subject to fulfillment of technical qualifications. The financial offers of only those consultants would be opened whose Technical Proposal is found responsive. The award of services would be made to lowest evaluated Financial Proposal.

4. This Invitation for Proposals is open to all Consultants meeting the eligibility criteria. The applicant should be a private or government-owned legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV).

5. The relevant document can be obtained from the office of undersigned after making payment of fee of Rs. 2000 (Rupees Two Thousand) by Demand Draft payable at **HATIA** in the name of Chief Engineer **JSRRDA**, Ranchi during the office hours till date **11.08.2010** up to **5 Pm**. The document can also be seen/downloaded from website: [www.jharkhand.gov.in/notice\\_board.html](http://www.jharkhand.gov.in/notice_board.html). free of cost. In case of download from website payment of fee of Rs 2000/- (two thousand only) must be deposited by Demand Draft payable at **Hatia** in the name of Chief Engineer, **JSRRDA**, Ranchi along with bid till date **12.08.2010** up to **3 Pm**. without which bid will be invalid.

P. ANJANA DEVI  
CHIEF ENGINEER  
JSRRDA, 2<sup>ND</sup> FLOOR,  
F.F.P BUILDING,  
DHURWA,RANCHI – 834004

## **Section - 1 B**

# **REQUEST FOR PROPOSALS (RFP)**

## JSRRDA

(Name of Organization inviting RFP)

### **Request for Proposal for Consultancy Services of State Quality Monitoring under Pradhan Mantri Gram Sadak Yojana**

No. .... Date: .....

P. ANJANA DEVI

CHIEF ENGINEER

JSRRDA, 2<sup>ND</sup> FLOOR, F.F.P BUILDING,

DHURWA, RANCHI - 834004 (Contact Person & Designation)

(Name of Firm & Address)

Dear Mr. /Ms. ....

**Project ID. No. JH/SQM/DAL/1**

1. The Pradhan Mantri Gram Sadak Yojana (PMGSY), a fully funded programme of Ministry of Rural Development (MoRD), Government of India aims at providing all weather road connectivity to eligible unconnected habitation. The Programme is being implemented by the State Government of **JHARKHAND** with **JSRRDA** as the implementing Agency (herein after referred to as the 'Agency').
2. The Consultancy services are required for independent quality monitoring at State level as provided in upto date amended PMGSY Programme Guidelines issued by Ministry of Rural Development, Government of India and PMGSY Operations Manual issued by National Rural Roads Development Agency, Ministry of Rural Development, Government of India, in February, 2005.
3. The Agency invites Technical and Financial proposals on approved TOR from consulting engineering firms or bodies (hereinafter referred to as the 'Consultant') corporate to undertake and perform the duties and functions of State Quality Monitors. The Technical Proposal will be evaluated as per the criteria subject to fulfillment of technical qualifications. The financial offers of only those consultants would be opened whose Technical Proposal is found responsive. The award of services would be made to the lowest evaluated Financial Proposal.
4. This Invitation for Proposals is open to all Consultants meeting the eligibility criteria. The applicant should be a private or government owned legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV).
5. The Background Information and Terms of Reference for the Consultancy services are illustrated in Section 5 of the Request for Proposal (RFP).
6. The RFP includes the following documents:

Section 1B	Letter of Invitation
Section 2	Instructions to Consultants including Data Sheet
Section 3	Technical Proposal Standard Forms
Section 4	Financial Proposal Standard Forms
Section 5	Terms of Reference
Section 6	Standard Form of Agreement
Annexure I	Details of Project
Annexure II	Eligibility Criteria
Annexure III	Evaluation Sheet for Technical Proposals
Annexure IV	Format for cover Letter to Technical Proposal.
Annexure V	Format for Cover Letter to Financial Proposal.
Annexure VI	Draft Code of Conduct

7. You are requested to acknowledge the receipt of this letter of invitation within seven days of receipt to the undersigned by facsimile with clear indication whether you intend to submit a proposal or not.

Yours sincerely,

P. ANJANA DEVI

CHIEF ENGINEER  
JSRRDA, 2<sup>ND</sup> FLOOR,  
F.F.P BUILDING,  
DHURWA, RANCHI-834004

## **SECTION- 2**

### **INSTRUCTIONS TO CONSULTANTS (ITC)**

## SECTION 2

### INSTRUCTIONS TO CONSULTANCY ORGANIZATIONS (ITC)

#### 2.1 INTRODUCTION

##### General

- 2.1.1** The Consultants are invited to make Technical and Financial Offers on the approved TOR, Section 5 of this document. The Technical Proposal will be evaluated as per the criteria subject to fulfillment of technical qualifications and financial offers of only those consultants would be opened whose Technical Proposal is found responsive. The award of services would be made to the lowest evaluated Financial Proposal. The firm should have persons of appropriate qualifications on its rolls retainer-ship.
- 2.1.2** Consultant(s) should familiarize themselves with local conditions and take them into account while preparing their proposals. To have an idea of the assignment and local conditions, Consultants are encouraged to visit the project area (details given in Annexure-II). The Consultant's representative(s) may contact the Agency's representative named in the Data Sheet for this purpose. Consultants should have thorough knowledge of "Specifications for Rural Roads issued by Ministry of Rural Development and published by Indian Roads Congress, August, 2004", "Quality Assurance Hand Book for Rural Roads Volume I and Volume II published by Ministry of Rural Development Govt. of India" and other relevant standards for rural roads.
- 2.1.3** Generally, the replacement of Key Personnel will not be allowed. However, in exceptional cases, the replacement would be permitted to the extent of maximum 25% personnel at every level during the period of services with the permission of Employer.
- 2.1.4** Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit, collection of information, and if selected, attendance at Agreement negotiations etc.
- 2.1.5** The Agency is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to signing the Agreement for this consultancy service, without thereby incurring any liability to the Consultants.
- 2.1.6** While preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.1.7** Not more than two Consultants may associate for the purpose of submitting a joint proposal. However,
- (a) A consultant cannot be a party to two or more consultancy groups nor

can such consultant submit proposal individually in addition being a partner/associate to another joint venture/consultancy group

**(b)** A detailed Memorandum of Understanding between the partners of such Association/Joint Venture stating inter-relationship and division of work between them shall be submitted.

**(c)** In case, sub contracting a part of the assignment to another consultant is proposed at the stage of RFP, the capabilities of such sub-consultant would be thoroughly examined during the technical evaluation of proposal to determine their suitability with respect to qualification criteria, their capacity and experience in proportion of work proposed to be allotted to them by the consultant

**2.1.8** RFP submitted by a Joint Venture (JV) of not more than three firms as partners shall comply with the following requirements:

**(a)** There shall be a Joint Venture Agreement specific for the present consultancy services, between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for the consultancy service amongst them. The most experienced lead partner will be the one defined for the purpose. A copy of the Joint Venture agreement in accordance with requirements shall be submitted before any award of consultancy services could be finalized.

**(b)** The proposal for Expression of Interest, proposal at RFP stage and in the case of the Agreement, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Agreement in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Agreement Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.

**(c)** Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.

**(d)** The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Agreement (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Proposal.

**(e)** All partners of the Joint Venture shall be liable jointly and severally for the execution of the Agreement in accordance with the Agreement terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Proposal and the Form of Agreement (in case of a successful proposal).

**(f)** In the event of default by any partner, in the execution of his part of the Agreement, the Employer shall be so notified within 30 days by the

partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Agreement, as envisaged at the time of Proposal. Failure to comply with the above provisions will make the Consultant liable for action by the Employer under the Conditions of Agreement. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the consultancy services and Employer will take action under the Conditions of Agreement.

**(g)** Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Agreement and/ or for satisfactory completion of the consultancy services.

**(h)** The proposal submitted shall include all the relevant information as required under the Instructions to Consultants (ITC) and furnished separately for each partner.

### **Only One Proposal**

**2.1.9** A Consultant should submit only one proposal for each Project. If a consultant submits or participates in more than one proposal of the same Project such a consultant shall be disqualified. Similarly, an associated consulting firm should submit proposal with one consulting firm only. A consultant may submit proposal for one or more Project. However, such proposals should contain name of different experts. Each proposal would be evaluated on the basis of qualification & experience of experts proposed in that particular proposal.

### **Proposal Validity**

**2.1.10** The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date. During the period, the Consultants shall maintain the availability of experts nominated in the Proposal. The Agency will make its best efforts to complete negotiations within the validity time indicated in the Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

### **Earnest Money**

**2.1.11** The earnest money in the form of acceptable Bank Guarantee (format at

Appendix- I) or other forms as stated in Data Sheet, for Rs 3.06 lacs in favour of JSRRDA shall be submitted by each Consultant. The validity of earnest money shall cover the validity period of the proposal as defined in Data Sheet plus 30 days. This earnest money would be submitted in a separate sealed envelope other than the Technical and Financial proposal envelopes. The offers received on the date of submission will be opened in the presence of Consultants to find out compliance of this requirement. Offers submitted without valid earnest money would be rejected outright. The earnest money of the successful Consultant will be released to him on receipt of initial performance security as stated in clause 3.4 of General Conditions of Agreement and signing of agreement as per Section 6. The earnest money furnished by the Consultants who are unsuccessful will be released within thirty days of the expiry of the validity period including the extended period, if any. The earnest money shall be forfeited if the Consultant upon acceptance of the proposal by the Employer does not furnish performance security as per provisions of Clause 3.4 of GC.

### **Participation of Government Employees:**

**2.1.12** Consultants cannot include current Government employees of Central & State Government as their personnel/experts in any capacity. When Consultants nominate any Government employee retired within last two years as experts in their Technical Proposal, such expert(s) must have written approval from their respective Government.

## **2.2 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

**2.2.1** Consultants may request a clarification of any of the RFP documents up to fifteen (15) days prior to the Proposal submission date (but prior to pre-proposal meeting) indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. These would be clarified at the pre-proposal meeting without identifying its source.

### **Pre-Proposal Meeting**

**2.2.2** The Consultant or his official representative is invited to attend a pre-proposal meeting, which will take place at time and place indicated in Data Sheet.

**2.2.3** The purpose of the meeting is to clarify issues and to answer questions on any matter related to the RFP that may be raised, at that stage, including the clarifications requested under para 2.2.1 above.

**2.2.4** Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Consultant.

### **Amendment to RFP**

**2.2.5** At any time before the submission of Proposals, the Agency may, whether at its own initiative, or in response to a clarification requested by a Consultant, or in response to queries raised at the pre-proposal meeting amend the RFP by issuing an addendum. The addendum shall be sent to all those Consultants who have been issued RFP Document and will be binding on them. To give Consultants reasonable time for taking aforesaid addendum/amendment into account for preparation of the Proposals, the Agency may at its discretion, extend the deadline for the RFP submission.

## **2.3 PREPARATION OF THE PROPOSAL**

- (a)** A Consultant's Proposal (the Proposal) will consist of two (2) components:
  - (i)** The Technical Proposal, and
  - (ii)** The Financial Proposal
- (b)** All related correspondence exchanged by the Consultants would also form part of the Proposal.
- (c)** The Technical & Financial Proposals should include separate cover letters for each (formats at Annexure IV and V) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if awarded the Consultancy Services.
- (d)** The Technical Proposal should clearly demonstrate the Consultant's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR Section 5 through the nominated experts.

### **2.3.1 The Technical Proposal**

#### **General**

The Technical Proposal shall not include any financial offer and such Technical Proposals containing financial offer shall be declared non-responsive, accordingly, shall be rejected.

#### **Technical Proposal Format and Content**

The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (xii) using the Technical Proposal Standard Forms (Section 3). The Consultant including JV, Associations and their partners must provide such information.

- (i) A brief description of the organization and outline of recent experience (last 5 years) on assignments of consultancy services for road/highway project is required in Form TECH-1. For each assignment, the outline should indicate inter-alia, the assignment clearly specifying the nature of service rendered, Agreement amount, cost of project for which consultancy service rendered and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Agency/Corporate entity or as one of the major participating consulting firms within an association. The Consultant shall ensure that for each assignment the nature of the consultancy services rendered for road/highway projects, such as, project preparation, proof checking, construction supervision etc should be clearly mentioned. If one single assignment is combination of other consultancy services including construction supervision, the details about the services on construction supervision should be separately and clearly shown without any ambiguities. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Agency.
- (ii) In order to assess the eligibility with respect to turnover, the Consultant shall furnish a copy of audited balance sheet for the year that best illustrates the qualification in this regard. The Consultant shall also attach a separate statement with clear referencing to balance sheet illustrating the turnover with respect to consultancy services in Civil Engineering field in format TECH-2.
- (iii) A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR in form TECH-3 supported by form TECH-4.
- (iv) Comments, if any, on the TOR (to be given in Form TECH - 3) to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Agency that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule (Form TECH- 5, Section - 3).
- (v) Based on requirement of inspections of each work depending upon its construction stage at the commencement of services and taking into

account the expected stage of construction till the end of the period of services, the Consultant shall draw detailed month wise work programme in Format TECH 5. Timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the ToR (Section-5) shall also be shown separately.

- (vi) An organization chart indicating relationships amongst the Consultant and any Associate(s), and other parties or stakeholders, if any, involved in the assignment.

### **Personnel**

- (vii) The name, age, key qualifications, employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV format shown in Form TECH-6. A summary should be given in Form TECH - 7
- (viii) All nominated experts must be Indians Nationals. Only one CV may be submitted for each position.
- (ix) It would be preferred that the consultant deploys regular full-time employees as the key personnel for the services. The Agency defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.
- (x) The Agency requires that each expert confirm the correctness of contents of his/her Curriculum Vitae (CV) and the expert himself should sign the certification of the CV. However, in particular cases, the Agency may accept a senior officer of the Consultant signing the CVs on behalf of the experts.
- (xi) The CV shall not be considered valid if,
  - (a) the CV is not signed in accordance with Sub-Clause 2.3.1 (a) (x) requirements, and/or
  - (b) the expert is a current employee of Government of India/ any State Government/Union Territory.
- (xii) The Consultants are required to complete the "Summary of Information on Proposed Experts", Form TECH-7, as a checklist to ensure that all the requirements have been complied with.
- (xiii) An affidavit that the information furnished with the bid documents is correct in all respects without which bid will be rejected.

### **2.3.2 Financial Proposal**

- (a) All information provided in the Consultants' Financial Proposal will be treated as confidential unless otherwise specified. The Financial Proposal should show the rates for each inspection of road work by one SQM. Extra

rate for engaging more than one SQM should also be shown. These rates would include the all expenses related to inspection, remuneration of experts, travel, scrutiny, abstracting and reporting by the main office, all costs associated establishment of field office and main office etc.

- (b) The Financial Proposal must be submitted in hard copy using the format shown in Section 4. The Financial Proposal requires completion of form namely FIN-1.
- (c) The amounts stated under the Financial Proposal must be the exact figures (in figures and words) as specified in the Data Sheet. No proposed schedule of payments should be included in Consultants' Financial Proposals. The payment schedule will be as per 6.4 of General Conditions of Agreement.
- (d) Amounts payable to the Consultant by the Agency may be subject to taxes and statutory levies. It is the responsibility of the Consultant to determine the estimated taxes/levies payable and take such amounts into account, as appropriate. All such taxes/levies (including service tax) shall be deemed to be included in the Consultant's Financial Proposal including service tax.

## **2.4 SUBMISSIONS, RECEIPT AND OPENING OF PROPOSALS**

- 2.4.1** The original Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person(s) who signed the Proposal must initial any such corrections, interlineations or overwriting. Submission Letters for both Technical and Financial Proposals should be in the format at Annexure IV and Annexure V of Section 2 respectively.
- 2.4.2** An authorized representative of the Consultant shall initial all pages of the original hard copy of the Financial Proposal. No other copies are required.
- 2.4.3** The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 2.4.4** The original and all copies of the Technical Proposal to be sent to the Agency shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the Project, and other information indicated in the Data Sheet. The outer envelope shall also contain earnest money as described in para 2.1.11 above. **If the Financial Proposal is not submitted by the Consultant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both the Technical and Financial**

**Proposals non-responsive and will be rejected.**

**2.4.5** Proposals must be delivered at the indicated Agency submission addresses on or before the time and date stated in the Data Sheet or any new date established by the Agency according to provisions of Sub-Clause 2.2.5.

**2.5 PROPOSAL EVALUATION**

**General**

From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Agency on any matter related to its Technical and/or Financial Proposal. Any effort by a Consultant to influence the Agency in examination, evaluation of Proposals or recommendation for award of contract shall result in rejection of the Consultant's Proposal.

**2.5.1 Examination and Evaluation of Technical Proposals**

- (a)** During the detailed evaluation of technical proposals, the employer will determine whether each proposal meets the eligibility criteria defined in Annexure-II, whether the proposal has been properly signed; and is accompanied by required securities; and is responsive to the requirements of this document for Consultancy Services.
- (b)** As per Evaluation Sheet for Technical Proposal at Annexure-III, the evaluation of Technical Proposals shall be carried out as follows:
  - (i)** The assessment about fulfillment of criteria regarding turnover shall be made on the basis of information given by the Consultant in Form TECH-2, regarding experience with respect to consultancy services rendered by the Consultant in any field of Roads/Highway projects and experience of construction supervision/quality control in Roads/Highway projects shall be made on the basis of information given by the Consultant in form TECH-1.
  - (ii)** The evaluation of availability of qualified personnel shall be made on the basis of information given by the Consultant in Form TECH-3, TECH-6 and TECH-7 and provisions contained in TOR (Section-5).
  - (iii)** The Work Programme submitted by the Consultant in Form TECH4 shall be evaluated on the basis of requirements illustrated in TOR (Section-5).
  - (iv)** The assessment about any disqualifications as given in Paragraph 3 of Annexure-II of Eligibility Criteria shall be made by the employer on the basis of information available with the employer.
- (c)** A Consultants' Selection Committee (CSC) constituted by the employer shall be responsible for evaluation of the proposal.

- (d) The CSC shall evaluate the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria.
- (e) A Technical Proposal may not be considered for evaluation in any of the following cases:
  - (i) The Technical Proposal was submitted in the wrong format; or
  - (ii) The Technical Proposal included details of costs of the services; or
  - (iii) The Technical Proposal reached the Agency after the submission closing time and date specified in the Data Sheet.
- (f) After the technical evaluation is completed, the Agency shall notify Consultants whose Proposals did not meet the minimum qualifying criteria or Consultants whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Agency shall simultaneously notify, in writing Consultants whose Technical Proposals found responsive, indicating the date, time, and location for opening of Financial Proposals.

## **2.5.2 Opening and Evaluation of Financial Proposals**

### **Opening of Financial Proposals**

- (a) Consultants representative are encouraged to be present at the time of opening of Financial Proposal. At the opening of Financial Proposals, Consultant representatives, who choose to attend, will sign an Attendance Sheet.
  - (i) Each Financial Proposal will be inspected to confirm that it has remained sealed and unopened.
  - (ii) The Agency representative will open each Financial Proposal, and initial all the pages except printed document and also circle any initialed change of the nature given in Clause 2.4.1 (Section - 2). Such representative will read out aloud the name of the Consultant and the billing rates for each item shown in the Consultant's Financial Proposal. The Agency's representative will record this information in writing.

### **Examination and Evaluation of Financial Proposals**

- (b) The Agency will subsequently review the detailed contents of each Financial Proposal during the examination of Financial Proposals, the Agency staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- (c) During the detailed evaluation of financial proposal, the responsiveness of the proposal will be further determined with respect to remaining conditions i.e. billing rates etc.
- (d) A substantially responsive offer is one which conforms to all terms and

conditions of this document for Consultancy Services, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the services; which limits any substantial way, inconsistent with this document for Consultancy Services, the employer's right or the Consultant's obligation under the contract; or whose rectification would affect unfairly the competitive position of the other consultants presenting substantially responsive offer.

- (e) If a financial offer is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- (f) Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. personnel schedule inputs, etc.).
- (g) The commercial terms in each Financial Proposal will be checked for compliance with the requirements set forth in the Data Sheet. For instance the validity period of the Consultants' Proposals must be in accordance with the validity period set down in the Data Sheet.
- (h) Financial Proposal determined responsive will be checked by the employer for any arithmetic errors. Where there is a discrepancy in the rates in figures and in words, the rates in words will govern and accordingly the errors will be corrected by the employer. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided in the other submitted Financial Proposals. The amount stated in the offer will be adjusted by the employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the consultant. If the consultant does not accept the corrected amount, the offer will be rejected, and the earnest money shall be forfeited.
- (i) The employer will evaluate and compare only the offers determined to be substantially responsive in accordance with Clause 2.5.2 (d) above.
- (j) In evaluating the offers, the employer will determine for each offer, the evaluated offer price by adjusting the offer price by making corrections, if any, for errors pursuant to Clause 2.5.2 (h).

## 2.6 AWARD CRITERIA

The employer will award the services to the consultant who's offer has been determined to be substantially responsive to provisions contained in this document and has **offered the lowest evaluated offer price**, provided that such consultant has been determined to be eligible in accordance with the provisions of eligibility criteria.

## 2.7 NEGOTIATIONS

- 2.7.1** Negotiations, if required, will be held at the address indicated in the Data Sheet. Normally, such negotiations commence not less than seven days after issuance of the Agency invitation to attend the negotiations. The invited Consultants will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the Agency may specify. Failure in satisfaction of such requirements may result in the Agency's proceeding to negotiate with other Consultant(s). Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- 2.7.2** The technical negotiations cover the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or the Agency to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR (Section - 5).
- 2.7.3** The consultant shall confirm the modifications made in his proposals in writing within three days of conclusion of negotiations.

## **2.8 CONFIDENTIALITY**

Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Consultants who submitted Proposals or to other persons not officially concerned with the recruitment process until the successful firm has been notified and contract awarded.

## **2.9 AWARD OF CONTRACT**

The Agency shall award the contract to the selected Consultant by issuing Letter of Acceptance and promptly notify the other Consultants who submitted Proposals that they were unsuccessful. The Agency will return the unopened Financial Proposals to the unsuccessful Consultants.

## **2.10 AGREEMENT**

Upon issue of Letter of Acceptance the Consultant will be required to furnish the performance security as provided in Clause 3.4 of GC and will be required to sign an agreement as specified in Section-6.

## **2.11 CONTRACT COMMENCEMENT DATE**

The Data Sheet indicates the anticipated date for the commencement of the contract services.

### **DATA SHEET**

**Information to Consultant**

Project I.D. No JH/SQM/DAL/1

SQM Consultancy Project under PMGSY

Clause Ref. (ITC)	Items	
2.1	Name of the Agency	<b>JSRRDA</b>
2.1	Representative/Contact Person and Address of the Executing Agency <b>CHIEF ENGINEER, JSRRDA F.F.P. BUILDING, 2<sup>ND</sup> FLOOR DHURWA, RANCHI-834004</b> Tel:0651-2401945 Fax: 0651-2401945 .Email- <a href="mailto:jh-ce@pmgsy.nic.in">jh-ce@pmgsy.nic.in</a>	
2.1.10	Validity of Technical and Financial Proposals	90 days
2.1.11	Acceptable form of earnest money B.G., NSC VIII th issue, 3 years or 5 years T.D. Post Office	
2.2.1	Name and Address of the Agency where correspondence concerning clarification on Request for Proposal is to be sent: <b>P. ANJANA DEVI, CHIEF ENGINEER, JSRRDA F.F.P. BUILDING, 2<sup>ND</sup> FLOOR DHURWA, RANCHI-834004</b> Tel: 0651-2401945 Fax: 0651-2401945 Email- <a href="mailto:jh-ce@pmgsy.nic.in">jh-ce@pmgsy.nic.in</a>	
2.2.2	Date/time for holding pre-proposal meeting: DD/MM/YY04/08/2010, 1PM (Time)	
	Venue for holding pre-proposal meeting: <b>JSRRDA F.F.P. BUILDING, 2<sup>ND</sup> FLOOR DHURWA, RANCHI-834004</b>	
2.4.5	Consultants must submit an original Technical Proposal and an original Financial proposal to the Agency at the following address: <b>CHIEF ENGINEER, JSRRDA F.F.P. BUILDING, 2<sup>ND</sup> FLOOR DHURWA, RANCHI-834004</b> Tel: 0651-2401945 Fax: 0651-2401945.Email- <a href="mailto:jh-ce@pmgsy.nic.in">jh-ce@pmgsy.nic.in</a>	
2.4.5	Submission of the proposals (Technical as well as Financial) to the address given under 2.4.5 not later than 1.00 PM (Time) of 17-07-2010 (Date)	
2.5.1 (b)	Evaluation Criteria	As per Annexure III
2.5.2 (a)	Date of opening of Financial Proposal	DD/MM/YY (to be decided later)
2.7.1	Expected date to start contract negotiations	DD/MM/YY (to be decided later)
2.11	Expected date for commencement of consulting services	DD/MM/YY 01-09-2010

Details of Projects

Sl. No.	Consultancy Package	Districts	Blocks	No. of Roads	Total Length (In km)	Total Estimated Cost (In Rs. Cr.)	Total No. of Expected inspections of SQM
1	2	3	4	5	6	7	8
1	JH/SQM/DAL/1	Palamau	Bishrampur Chainpur Chattarpur Daltonganj Sadar Hariharganj Hussainabad Lesliganj Manatu Pandu Panki Patan Satbarwa	164	588.07	148.23	As per T.O.R. & NRRDA Guide lines
		Garhwa	Bhandaria Bhawanathpur Chinia Dandai Dhurki Garhwa Sadar Kandi Kharaundhi Majhiaon Meral Nagaruntari Ramkanda Ramna Ranka	72	327.97	75.08	
		Latehar	Balumath Barwaidih Chandwa Garu Latehar Sadar Mahuatand Manika	69	328.72	76.51	
			<b>Total</b>	<b>305</b>	<b>1244.76</b>	<b>299.82</b>	

**Note** :- (1) No of roads/Roadlength/Estimated Cost may increase/decrease.  
(2) E/M for above packages is Rs. 3.06 lacs.

*\* Number of expected inspections would depend on stage of work at which the SQM inspection is likely to be started and schedule of completion of work during the period for which the SQM consultancy services are envisaged.*

Eligibility Criteria

**Eligibility Criteria for Sole Applicant Firm:**

1. To qualify for award of consultancy services for State Quality Monitoring under PMGSY, the applicant should have the following:
  - (i) Annual Turnover:** In any one year of the last five years the applicant firm should have achieved a minimum financial turnover (in all cases of consultancy services in Civil Engineering field) of at-least Rs.100.00 Lakh (the turnover will be indexed at the rate of 8% for a year). Annual Turnover should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned.
  - (ii) Experience of Consultancy Services in the field of Roads/Highways:** In any one year of the last five years, the firm should have minimum total experience of providing consultancy for DPR preparation, proof checking, feasibility study and construction supervision/ quality control in roads/highway construction projects, having value (cost of the projects) equal to 30% of the approximate estimated cost of road works as indicated in Seventh column of Annexure I of this Invitation of Proposals for EOI.
  - (iii) Experience of Consultancy Services for Construction Supervision and/or Quality Control of Roads/Highways:** In any one year of the last five years, the firm should have experience of providing consultancy services in construction supervision and/or quality control of roads/highway construction projects having value (cost of the projects), not less than 15% of the approximate estimated cost of road works as indicated in Seventh column of Annexure I of this Invitation of Proposals for EOI.

**Eligibility Criteria for partner in case of JV or Association:**

2. If Consultant is a Joint Venture or an Association, the partners would be limited to three (including lead partner). Joint Venture firm or Association shall jointly and severally responsible for completion of the project. Joint Venture or Association partners must fulfill the following minimum qualification requirement subject to fulfillment of 100% qualification criteria as given in para 1 above by the JV or Association partners clubbed together.
  - (i)** The lead partner shall meet not less than 60% of qualification criteria given in Para 1 above.
  - (ii)** Each of the remaining partners shall meet not less than 20% of all the qualifying criteria given in Para 1 above
3. Even though the Consultants meet the above qualifying criteria, they are

subject to be disqualified if they have:

**(i)** made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

**(ii)** record of poor performance such as abandoning the consultancy services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

**(iii)** participated in the previous bidding or the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## ANNEXURE -III

Evaluation Sheet for Technical Proposals

#	Evaluation Criteria	Fulfillment of Qualification Yes/No
<b>In case of Sole Applicant</b>		
1	Turnover of the Applicant Firm	
2	Experience of Applicant Firm with respect to Consultancy Services in of Road/Highway Projects as given in eligibility criteria 1(ii) at Annexure II.	
3	Experience of Applicant Firm with respect to Consultancy Services in Construction Supervision/ Quality Control in Road/Highway Projects as given in eligibility criteria 1(iii) at Annexure II.	
<b>In case of JV Applicant or Association</b>		
1A	Turnover of:	
	(a) Lead Partner	
	(b) Partner (one)	
	(c) Partner (two)	
	Total Turnover	
2A	Experience of Applicant Firm with respect to Consultancy Services in of Road/Highway Projects as given in eligibility criteria 1(ii) at Annexure II of:	
	(a) Lead Partner	
	(b) Partner (one)	
	(c) Partner (two)	
	Total Experience	
3A	Experience of Applicant Firm with respect to Consultancy Services in Construction Supervision/ Quality Control in Road/Highway Projects as given in eligibility criteria 1(iii) at Annexure II of:	
	(a) Lead Partner	
	(b) Partner (one)	
	(c) Partner (two)	
	Total Experience	
4	Availability of Qualified Regular Full-time Employee as LSQM.	
5	Availability of Qualified Personnel as SQM/ ALSQM	
6	Whether the Work Programme in Form Tech-5 and Staffing Schedule in Tech-6 is as per the requirements of Section-5 TOR	
7	Is there anything on record as reason for disqualification given in Para 3 of Annexure-II Eligibility Criteria	

**FORMAT OF COVER LETTER TO TECHNICAL PROPOSAL**

FROM: .....  
.....  
.....  
.....  
.....  
.....

TO: **P. ANJANA DEVI**  
**CHIEF ENGINEER,**  
**JSRRDA F.F.P. BUILDING,**  
**2<sup>ND</sup>FLOOR DHURWA,**  
**RANCHI-834004**

(Name & Address of the Consulting Firm)

Sir,  
Subject: Project Implementation Consultant Engagement (PIC)  
Project I.D. No. **JH/SQM/DAL/1**

Regarding Technical Proposal

1. I/We ..... the undersigned, offer to provide consulting services of the above Project I.D. No. in accordance with your request for proposal dated ..... I/We am/are hereby submitting my/our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes. The earnest money for Rs. .... furnished in the form of a bank guarantee from the (Name of the bank, branch) is also enclosed separately. The earnest money is valid up to (Date).

2. I/We submit my/our offer for the following Project(s) in order of descending priority in accordance with clause 2.1.9 of Section - 2.

3. If negotiations are held during the period of validity of the proposal, i.e. before (Date), I/We undertake to negotiate on the basis of the proposed staff. My/Our proposal is binding upon me/us and subject to modifications resulting from contract negotiations.

4. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,  
Signature.....

Encls:

Full Name.....  
(Authorized Representative)  
Designation..... Full Address of the  
Consultant .....  
.....  
Telephone No.; .....  
Fax No.: .....  
Email ID: .....

## **SECTION 3**

# **TECHNICAL PROPOSAL STANDARD FORMS**

**FORM TECH-1**

**Major Work during last five years that best illustrates Qualifications**

**Project I.D. No JH/SQM/DAL/1 SQM Consultancy Project under PMGSY**

Please provide information on each reference assignment for which your firm was legally contracted as a corporate entity or as one of the major companies within a consortium. In case of JV or Associates, information should be provided separately for lead partner as also for each of the other partners.

Project Name and Location:		Professional Service (type of service) Provided by your firm:
Cost of Project for which the Professional/Consultancy service provided:		Professional Staff Provided by your Company: Number of Staff:  Man/Person-Months:
Name of Agency(Agency):		
Start Date (Month/Year):	Completion Date: (Month/Year)	Approximate Value of Services Provided: (In Rs. Lakh)
Name of Associated Firm(s), if any:		Number of Person/Man-months of Professional Staff Provided by Associated Firm(s):
Name and brief details of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of the Project:		
Detailed Description of Actual Services Provided by your Company:		
Firm's Name and signature of Authorised Representative:		

**FORM TECH- 2**

**Statement Showing Consultant's Turnover  
with respect to Consultancy Services in Civil Engineering**

**Project I.D. No JH/SQM/DAL/1**

**SQM Consultancy Project under PMGSY**

The Statement showing Turnover with respect to Consultancy Services rendered in all cases of Civil Engineering field is given below:

1. The audited balance sheet for the year.....that best illustrates the qualification is enclosed with this statement which is page numbered from page..... to page..... The audited balance sheet has been certified by the Chartered Accountant M/s..... (full name, address and contact details of Chartered Accountant).

2. The details are abstracted below and referenced to the balance sheet.

.....  
.....  
.....  
.....  
.....  
.....  
.....

**FORM TECH- 3**

**Approach Paper on Methodology**  
**Proposed for Performing the Assignment and Comments on TOR**

**Project I.D. No JH/SQM/DAL/1**

**SQM Consultancy Project under PMGSY**

**Note:** The duties, functions and responsibilities of key personnel, scope of work and method of reporting and scrutiny has been elaborated in Section 5 Terms of Reference (TOR). Based on requirement of inspections of each work depending upon its construction stage at the commencement of services and taking into account the expected stage of construction till the end of the period of services, the Consultant shall draw detailed methodology and work programme. Generally, one SQM can inspect one work of maximum 3 km length in a day and make observations as required under the TOR. Thus one SQM would be able to perform not more than 20 inspections in a month including time required for travel, performing tests and writing reports etc. The LSQM would be required to scrutinize the reports of SQM critically and to examine as to whether, the SQM has carried out inspection, testing and reporting as per Scope of Works given in TOR. Each LSQM would be supported by ALSQM in the main office for scrutiny and abstracting the reports of SQMs. The expected output of one ALSQM would be scrutiny of not more than 200 inspection report. The deployment of SQMs, ALSQMs and LSQMs shall depend upon the number of inspections to be carried out during the period.

**FORM TECH-4**

**Composition of the Team Personnel**

**Project I.D. No JH/SQM/DAL/1                      SQM Consultancy Project under PMGSY**

The composition of team and details of personnel including assigned task is given below:

**a. Technical/Managerial Staff at the Main Office**

#	Name	Position	Task assigned
1		LSQM	
2		ALSQM	
3		ALSQM	
4			
..			
..			
..			

**b. Supporting Staff at the Main Office**

#	Name	Position	Task assigned
1			
2			
...			
...			
...			

**c. State Quality Monitors for the Field.**

#	Name	Position	Task assigned
1		SQM	
2		SQM	
...			
...			
...			

(Consultant's Name and signature of Authorised Representative)

**FORM TECH-5****Work Programme**

**Project I.D. No JH/SQM/DAL/1      SQM Consultancy Project under PMGSY**

The Work Programme for Services of State Quality Monitoring is given below:

#	Month Since Commencement of Services	No. of Inspections Planned	Length of Roads Works Planned for Inspection	No. of SQMs to be deployed at field	No. of ALSQMs to be deployed at Main Office
1	1 <sup>st</sup> Month				
2	2 <sup>nd</sup> Month				
3	3 <sup>rd</sup> Month				
<b>Total of 1<sup>st</sup> Quarter</b>					
4	4 <sup>th</sup> Month				
5	5 <sup>th</sup> Month				
6	6 <sup>th</sup> Month				
<b>Total of 2<sup>nd</sup> Quarter</b>					
7	7 <sup>th</sup> Month				
8	8 <sup>th</sup> Month				
9	9 <sup>th</sup> Month				
<b>Total of 3<sup>rd</sup> Quarter</b>					
10	10 <sup>th</sup> Month				
11	11 <sup>th</sup> Month				
12	12 <sup>th</sup> Month				
<b>Total of last Quarter</b>					
<b>Grand Total</b>		...	...	...	...

(Consultant's Name and signature of Authorised Representative)

**FORM TECH-6**

**Curriculum Vitae (CV) Format**

**(To be submitted with Proposal for each Expert. Only one candidate should be nominated for each position)**

**Project I.D. No JH/SQM/DAL/1          SQM Consultancy Project under PMGSY**

1	Proposed Position for this Project	:	
2	Name		
3	Date of Birth		
4	Nationality		
5	Personal Address		
	Telephone No.		
	Fax No.		
	Email Address		
6	Education (The years in which various qualifications were obtained must be stated).		
7	Other Training		
8	Language and Degree of Proficiency (Indicate proficiency in speaking reading and writing of each language by excellent, good, fair or poor).		
9	Membership in Professional Bodies		
10	Organizations of Work Experience		
11	Employment Record: (Starting with present position, list in reversed order every employment held and state the start and end dates of each employment.) (Clearly distinguish your "employer" as an employee of the firm from a "Agency" for whom you have worked as a consultant or an adviser.)		
	From	To	
	Employer		
	Position held and description of duties		
	From	To	
	Employer		
	Position held and description of duties		
12	Detailed Tasks Assigned: (In this column, list tasks one by one and support each task by project experience in the right hand side column.) Work undertaken that best illustrates capability to handle the task assigned (In this column, list project name, location, year, position held, i.e., Team Leader, etc. and exact duties rendered and time spent on each project.)		

**Certification** (Please follow exactly the following format. Omission will be seen as noncompliance)

I, the undersigned, certify that to the best of my knowledge and belief, this Biodata correctly describes my qualifications, my experience, and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by ..... (name of the firm) continuously for the last (6) months as regular full time staff (indicate yes or no in the following boxes):

Y	N
---	---

Signature:	Date of Signing			
		<i>Day</i>	<i>Month</i>	<i>Year</i>

**FORM TECH- 7**

**Summary of Information on Proposed Experts**

Project I.D. No JH/SQM/DAL/1

SQM Consultancy Project under PMGSY

Family Name First Name	Proposed Position for The Project	Employment Status with Consultancy Organization (full time Regular staff or other)	Education/ Degree (Year/ Institution)	No. of years Of relevant Project Experience	Ex-Govt Staff (Yes/No)	CV Signature (By Expert/ By Other)
Shri R.Ramesh	State Quality Monitor 1	Other	B.Tech/ BE Engineering (1975/University of XYZ)	20 yrs.	Yes	By Exper

## SECTION 4

# FINANCIAL PROPOSAL STANDARD FORMS

### SECTION- 4

#### FINANCIAL PROPOSAL STANDARD FORMS

##### 4.1 FORM FIN-1

###### **Remuneration: Proposed Billing Rates**

- 4.1.1** The purpose of Form FIN-1 is to identify the billing rates for each inspection of PMGSY work. Normally, the inspection of each work would be carried out by one SQM, however, in some cases; joint-inspection of the same work could be expected by a team of SQMs consisting of 2 but not more than 3. Generally, the report of inspection would be prepared by inspecting SQM or team of SQMs, however, the LSQM would ensure that inspection and reporting by SQMs is factual, true and appropriate as per directions of the employer.
- 4.1.2** For quality monitoring of work through inspection of work by one SQM, the billing rate would be “one inspection of one work by one SQM”. The Leader State Quality Monitor in the main office will scrutinize the data and prepare abstract observation reports and billing accordingly. The billing rate for each inspection of PMGSY work by one single State Quality Monitor would include all expenses related to inspection, remuneration of experts, travel, scrutiny, abstracting and report writing and presentation in an appropriate form or as desired by the employer, all costs associated establishment and running of field office and main office etc. and taxes or levies as provided under the law except service tax. The rates would also include scrutiny of ATRs and expenses required for appropriate communication (as decided by the employer) of observations to the PIU and SQC.
- 4.1.3** In case, the inspection of work is desired by more than one State Quality Monitor, the billing rate would still be for each inspection by the number of State Quality Monitors, as desired by the employer. The details as mentioned in (4.1.1) above should be given for each expert and the rates for each extra State Quality monitor should be mentioned separately.

## **4.2 FINANCIAL PROPOSAL SUBMISSION**

The hard copy of the Financial Proposal shall include all the information contained in Forms FIN-1 in accordance with Sub-Clause 2.3.2 (a) of Section 2, Instructions to Consultants. In the event of any difference between the substance of the electronic copy of the Financial Proposal and the Hard Copy, the Hard Copy shall be the controlling version used for purposes of scoring of the Financial Proposal and ranking of the Technical and Financial Proposals.

**Format of Cover Letter to Financial Proposal**

FROM: .....  
.....  
(Name & Address of the consulting Firm)

TO: **P. ANJANA DEVI**  
**CHIEF ENGINEER,**  
**JSRRDA F.F.P. BUILDING,**  
**2<sup>ND</sup>FLOOR DHURWA,**  
**RANCHI-834004**

Sir,

Subject: Project Implementation Consultant Engagement (PIC)  
Project I.D.No **JH/SQM/DAL/1**

**Regarding Financial Proposal**

1. We the undersigned, offer to provide SQM consulting services for the above project I.D. No. **JH/SQM/DAL/1** in accordance with your RPF dated [Date] and our proposal (technical and financial proposals). Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all taxes, levies.
2. Our financial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal or the date extended by us i.e. [Date].
3. We certify that we have not engaged any Agents, nor we have paid any fee to any Agent for procuring this consulting service.
4. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Encls:

Signature.....

Full Name.....

Designation.....

Address.....

.....

.....

(Authorized Representative)

**FORM FIN-1**

**Remuneration: Proposed Billing Rates For Experts**

**Project I.D. No JH/SQM/DAL/1**

**SQM Consultancy Project under PMGSY**

The following rates are including all expenses related to inspection, remuneration of experts, travel, scrutiny, abstracting and report writing and presentation in an appropriate form or as desired by the employer, all costs associated establishment and running of field office and main office etc. and taxes or levies as provided under the law except service tax. The rates would also include scrutiny of ATRs and expenses required for appropriate communication (as decided by the employer) of observations to the PIU and SQC.

Rate for each inspection of PMGSY work by one single State Quality Monitor.	Rs..... (in words..... .....) per inspection by one SQM
Extra Rate for each inspection of PMGSY work by one extra State Quality Monitor.	Rs..... (in words..... .....) per inspection

.....  
.....  
(Name and Dated Signature of Authorised Representative of the Consultant)

## **SECTION 5**

### **TERMS OF REFERENCE (TOR)**

**Terms of Reference (TOR)**  
**for Quality Monitoring of road works by State Quality Monitors under Second Tier of Quality Mechanism of PMGSY**

**5.1 INTRODUCTION:**

**5.1.1** The Pradhan Mantri Gram Sadak Yojana (PMGSY) has programme objective of providing all weather road connectivity to every unconnected habitation with a population of 500 and more (250 or more in the case of Hill States, including North East, Desert and Tribal areas). PMGSY is a cent percent centrally funded scheme with dedicated sources of funding.

**5.1.2** The National Rural Roads Development Agency (NRRDA), under the Ministry of Rural Development, Government of India, is the Agency responsible for providing management and technical support to the programme implementation. The Programme is being implemented by the State Government of **JHARKHAND** with **JSRRDA** as the implementing Agency.

**5.1.3** Ensuring the quality of road works is responsibility of the State Governments who are implementing the programme. A Three Tier Quality Management Mechanism is envisaged under PMGSY, the first tier is in-house quality control by the executing agency, whereas, the second tier is independent quality monitoring at the State level. The State Governments are responsible for these two tiers of the quality management structure. The first tier of Quality Management has the primary function of quality control through enforcement of technical standards; the function of second tier is to monitor the quality and effectiveness of the enforcement process.

This includes:

- Checks to ensure that the first tier is properly functional.
- Independent quality tests to verify that the quality control system is achieving its intended objective.
- Detection of systemic flaws in the quality control process and action to improved the process.
- Independent monitoring of deterrent and punitive measures in respect of the first tier and the Contractor.

**5.1.4** While the State Government is making efforts to increase capacity, still because of substantial workload, augmentation of capacity by outsourcing the quality monitoring under the second tier of quality management mechanism is envisaged. As such, to assist the **JSRRDA** in achieving PMGSY objectives, the State Government **JHARKHAND** proposes to engage Consultants for providing services of State Quality Monitors (SQMs)

for independent monitoring of quality of road works as provided in PMGSY Programme Guidelines and Operations Manual issued by National Rural Roads Development Agency, Ministry of Rural Development, Government of India.

## 5.2 THE CONSULTANT:

- 5.2.1** The services of the SQM Consultants may be provided by a consulting firm ('Consultant') with adequate experience in the field of supervision of construction (including quality control) of road works. The Consultant shall provide implementation arrangements and staffing as indicated in Clause 5.3 & 5.7 of TOR Section 5. However, in preparing their proposals, the Consultants may propose alternative arrangements that, in their opinion, will provide service of an equivalent level.
- 5.2.2** The Consultant will be engaged by the **JSRRDA** Employer, for services based on Terms of Reference as concurred by NRRDA by inviting Technical and Financial Proposals. The Consultant will be required to furnish the CVs of all the Team members along with the Technical Offers including documentary proof of qualification and experience, their written consent and availability.
- 5.2.3 Procedure for Engaging Consultant:** The **JSRRDA** Employer shall engage the SQM Consultants by –
- (a) Issuing request for proposals inviting Technical and Financial proposals and Technical evaluation by the Employer.
  - (b) Final Selection on the basis of lowest evaluated offer price subject to consultant meeting the eligibility criteria consequent to evaluation of Technical Proposal.

## 5.3 IMPLEMENTATION ARRANGEMENTS:

- 5.3.1** Construction packages have been clubbed to form second tier State quality monitoring packages as shown in Annexure-I to RFP. Separate consultants may be engaged for each of the State Quality Monitoring Consultancy Package.
- 5.3.2** The Consultant would be required to establish a main office headed by **Leader State Quality Monitor (LSQM)** and supported by appropriate number of Assistant Leader State Quality Monitors (ALSQM) having minimum prescribed qualification and experience, for scrutinizing of SQM reports, ATRs etc. and coordination of the activities related to quality monitoring under this main office. Appropriate number of **State Quality Monitors (SQM)** having minimum prescribed qualification and

experience would be deployed for carrying out work-wise monitoring of quality at the work-site. LSQM shall also be responsible for maintaining proper interface between the designated officer of the Employer, State Rural Roads Development Agency (SRRDA), Officers of Programme Implementing Unit (PIU) and of the Consultant.

- 5.3.3 Arrangement for Testing:** The State Quality Monitor shall carry ordinary instruments, such as, measuring tapes and measuring scales etc required for inspection and general measurements of road works during the inspection. However, the tests for material and workmanship shall be carried out in the field laboratory established by the contractor. It would be possible to conduct all the tests prescribed in the TOR in the field laboratory of the contractor, however, it may not be possible to generally carry out some specific tests in the laboratory of the contractor, in such cases the testing would be performed in the district/regional/State level laboratories of the employer organization, laboratories of engineering institutes or institutes of technology as approved by the employer. The testing can also be carried out in the private laboratories provide they are accredited by the employer.

**The employer shall be responsible for all expenses relating to testing and transportation of samples to the laboratory etc.** The Employer shall also be responsible for ensuring that the SQM is provided full support for taking samples, transportation of samples to the laboratory and appropriate testing in presence of the SQM. All the tests, whether performed in the field laboratory of the contractor or otherwise, shall be performed in presence of and under full supervision of the SQM and the SQM shall be fully responsible for correctness of the test results.

- 5.3.4** The Consultant shall make appropriate arrangements to ensure inspection of all the works under the package at-least at 3 stages, as prescribed by the employer.

The Consultant shall also ensure that:

- the inspecting SQM monitors the quality of work through making observations tests regarding each item and sub-item of work as prescribed under this TOR.
- the observations about the quality are made through conduct of laboratory/field tests, hand-feel tests or by visual observations as per frequency as prescribed in this TOR.
- all the observations are recorded, reported and substantiated through prescribed test results in the manner as prescribed by the employer.
- the inspection and reporting by SQMs is factual, true and appropriate.
- an individual SQM shall not inspect the same work more than once at-

least for six month period.

- the Action Taken Reports on the observations of SQMs are scrutinized professionally and observations are communicated to the PIU and the Employer through State Quality Coordinator (SQM).

#### **5.4 DUTIES, FUNCTIONS AND RESPONSIBILITIES OF KEY PERSONNEL:**

The duties, functions and responsibilities of various key personnel are given below:

**5.4.1 LSQM:** The main office shall be headed of LSQM who would be overall in-charge of State Quality Monitoring. His duties and responsibilities would inter-alia cover the following:

- (a) Coordinate all the activities of SQMC with the Agency.
- (b) Deployment of SQMs for inspection.
- (c) Ensuring all arrangements for appropriate testing and reporting by SQMs.
- (d) Receiving reports of SQMs, scrutiny of reports and communication of observations to the PIU and SQC within the time specified by the Agency.
- (e) Ensuring that SQMs inspect the work, report as per provisions in TOR and carryout tests as per the frequencies provided in TOR.
- (f) Ensuring that SQMs perform inspection of works and reporting most professionally and diligently and strictly adhere to the code of conduct prescribed for SQMs.
- (g) Ensuring that ATRs submitted by the PIUs are scrutinized professionally and diligently and observations are communicated to the PIUs.

**5.4.2 ALSQM:** The main office based ALSQM would work under overall supervision of LSQM. He/she would be responsible for providing support to the LSQM in discharge of his duties.

**5.4.3 SQM:** Field based expert shall be responsible for carrying out inspection of works as provided in the TOR and as per directions of LSQM and the Agency. His duties and responsibilities would inter-alia cover the inspection and making observations in the prescribed format.

#### **5.5 MOBILIZATION, WORK PROGRAMME AND ITS REVISION:**

**5.5.1 Mobilization Time:** Upon issue of notice to proceed with the work from the employer, the Consultant shall mobilize its resources within a period of 30 days and date of commencement of services shall be reckoned from 31<sup>st</sup> day of issue of notice to proceed with the work.

### 5.5.2 Work Programme and its Revision:

- (a) **Duration of Consultancy Services:** The duration of consultancy services shall be one year. The first, second, third and last quarter would mean the duration between date of commencement up to 90<sup>th</sup> day, from 91<sup>st</sup> day to 180<sup>th</sup> day, from 181<sup>st</sup> day to 270<sup>th</sup> day and from 270<sup>th</sup> day to date of completion of one year reckoned from date of commencement respectively.
- (b) **Original Work Programme:** As per the guidelines, it is required to be ensured that each work, from its commencement to completion, is inspected at least at 3 stages in accordance with the provisions of this Terms of Reference. Based on requirement of inspections of each work depending upon its construction stage at the commencement of services and taking into account the expected stage of construction till the end of the period of services, the Consultant shall draw detailed month-wise work programme.
- (c) **Work Programme during Consultancy Services:** Depending upon progress of construction works or as directed by the Employer, month-wise work programme for the subsequent quarters shall be revised by the Consultant in each quarter. Month-wise revised work programme for subsequent quarters shall be submitted to the Employer for approximately 20 days before the commencement of the subsequent quarter. After due consultation with the Consultant, the employer shall approve the revised work programme 10 days before the commencement of the subsequent quarter.

### 5.6 SCOPE OF WORK:

The broad Scope of Work of this consultancy service shall include:

- (a) Monitoring the quality of road works by the State Quality Monitors through structured inspection of works as given in 5.6.1 below at three stages from commencement to completion of the construction work and reporting the observations in formats prescribed by the employer. The number of inspection would depend on stage of work at which the services of State Quality Monitoring would commence and the period of such services. The reports of SQMs shall be scrutinized by the Consultant and abstracted.
- (b) The PIUs would be required to take action on the observations of SQMs and Action Taken Reports (ATRs) shall be furnished. The scope of SQMC shall also include the scrutiny of ATRs with reference to the observations of the SQM and due communication of results of scrutiny.

### 5.6.1 Inspection of Works:

The State Quality Monitor (SQM) shall inspect every road work including CD works and all other related works at 3 stages as prescribed by the employer. In case of road work involving earthwork in cutting or/and embankment, construction of sub-grade and construction of flexible/semi-rigid/rigid pavement, the stages of inspection shall be:

- **Stage-I:** When the work has been started and generally earthwork in embankment and/or cutting is in progress,
- **Stage-II:** When the pavement work in base-course is in progress
- **Stage-III:** When the work is nearing completion i.e. the stage when the bituminous surface work is in progress or just upon completion.

However, in case of road work involving only formation cutting and related protection works or CD works, construction of only rigid pavement or only other type of pavement or any individual CD work or bridge work etc, three stages of inspection for each work would be prescribed by the employer.

Item-wise requirements for monitoring the quality of road works by State Quality Monitors are given below and accordingly, the SQM shall monitor the quality through observations and reporting:

- (i) **Setting Out:** For systematic execution of work, appropriate setting out is to be ensured by PIU. The SQM is required to see as to whether, the appropriate setting out is required for the item of work ongoing at the time of inspection of SQM is in place or not. The following aspects need to be seen:
  - (a) **Bench Marks:** As per specifications, the contractor is required to establish at least 4 reference bench marks per kilometer and also at or near all CD works. The levels of these reference bench marks are required to be approved by the engineer. The SQM is required to see as to whether these bench marks exist and up-to-date record of bench mark including approved adjustment have been maintained.
  - (b) **Center Line:** Center line of the carriageway is required to accurately establish by the contractor at every marker pegs and chainage board appropriately placed at defined intervals. The SQM shall check these markings

**Frequency:** At all stages of inspection, the SQM shall check the above aspects and record his observations.

- (ii) **Working drawing:** At every work site, clear working drawing having pre-commencement levels and levels of various items of work to be achieved after completion is required to be made available to the

contractor. The SQM is expected to check the working drawing in reference to the level of execution at the time of inspection.

**Frequency:** At all stages of inspection, the SQM shall check the above aspect and record his observations.

- (iii) **Site Clearance and Grubbing:** As per specifications, clearing and grubbing is required to be implemented. The SQM is expected to see as to whether, clearance and grubbing as provided in the DPR is being carried out and disposal of material as provided in the specifications is being done. In case of up-gradation, scarifying of the existing work may be involved. The SQM is required to see as to whether scarifying is as per specifications and proper provision for salvaging and reuse of the used material has been carried out.

**Frequency:** At first stage of inspection, the SQM shall check the above aspect and record his observations. In case, the above item is partly executed after first stage inspection of the SQM, the observations in the subsequent stages would be made by the SQM.

- (iv) **Quality Control Arrangements and Attention to Quality:** As per the contract, the contractor is required to establish the field laboratory for conducting mandatory quality control tests for material and workmanship. The SQM is expected to check as to whether, requisite equipments for the testing of works ongoing at the time of inspection are there in the laboratory or not. This is also required to be seen that whether equipments are being used to actually testing workmanship and clear observations on this aspect are to be recorded.

It is mandatory to maintain the Quality Control Register Part-I & II. In case of ongoing works the SQM is expected to see, as to whether, appropriate entries in the abstract of Quality Control Register have been made, whether, test results for all the items of work executed upto the time of inspection are available in the Quality Control Register Part-I. In Quality Control Register Part-II it is required to be seen that whether record of non-conformance is being maintained and whether appropriate non-conformance report have been issued.

**Frequency:** At all stages of inspection, the SQM shall check the above aspects and record his observations.

- (v) **Geometrics:** The observations about road land width, road way width, carriage way width are required to be taken at various stages of construction. Geometrical features such as camber and super elevation are required to be provided right from the levels of the sub-grade and it is expected from SQM to make observations about these elements at various stages of work. Provision of horizontal curves and other such geometrical features including requisite transition curves and extra widening needs to be observed and recorded at various stages starting from initial setting out

to completion of surface-course.

**Frequency:** At all stages of inspection, the SQM shall check the above aspect and record his observations.

- (vi) **Earthwork:** The road may be either in cutting or embankment or there may be a combination of cutting and embankment in the same road. The observations about the quality are expected for both types of works.
- (a) **Earthwork in Embankment and Sub-grade:** For embankments and sub-grade, the following parameters are critical to quality of material and workmanship:

- Quality of Soil used in embankment or sub-grade (Soil Classification)
- Compaction of embankment or sub-grade.
- Camber

The SQM would be required to ascertain conformance of above parameters with the specifications. Appropriate hand-feel test for soil classification and test for field density at various levels of embankment are expected while the work is ongoing. These observations can also be made by digging appropriate pit in cases where embankment has been completed and the work of sub-base and base-course is ongoing. The SQM is expected to make the above observations while the work in this item is ongoing. If, somehow the sufficient observations have not been made during the execution of this item, appropriate observations by digging pit after completion of embankment are expected from the SQM.

**Frequency:** The SQM shall perform the tests as given below:

Test	Frequency
	In Stage-I, at least 1 test for earthwork in each km (irrespective of the executed quantity).
	In Stage-II or III, if earthwork of the stretch of road has not been monitored earlier, at least 1 test for earthwork in each km
IVisual Classification of Soil	In Stage-I, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
	In Stage-II or III, if earthwork of the stretch of road has not been monitored earlier, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
Camber	Minimum 2 measurements per km at any stage of inspection.

- (b) **Earthwork in Cutting:** The roads in hilly areas and rolling terrain may have earthwork in cutting. The following parameters are critical to quality of earthwork in cutting:
- Longitudinal gradient and
  - Slopes of cutting.

The SQM is expected to make clear observations on the basis of actual recording of levels in the stretches fairly representative of the overall quality.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Recording of Longitudinal Levels	At all stages of inspection in case of work of formation cutting - In a critical and fairly representative stretch of 100 meters in each kilometer (irrespective of the executed quantity).
	In case of hill road having formation cutting and pavement work, the above observation would be made at those stages of inspection when formation cutting work is ongoing.
Recording of Slope of Cuttings	At all stages of inspection in case of work of formation cutting - At least two critical locations with maximum height in each kilometer stretch of road (irrespective of the executed quantity).
	In case of hill road having formation cutting and pavement work, the above observation would be made at those stages of inspection when formation cutting work is ongoing.
Camber and Super elevation	Minimum 2 measurements per km at every stage of inspection.

- (vii) **Sub Base Course and Shoulders:** Specifications provide for course-graded granular sub-base for rural roads. Recently, gravel sub-base has also been allowed. For shoulders, appropriate material is to be used and construction of the shoulder has to take place simultaneously with construction of other layers of pavements. For monitoring the quality of GSB and shoulders the following quality parameters are critical:
- The conformance of the material to grading requirements and also to

ensure that soil fraction passing through 75 micron sieve is not more than the prescribed percentage.

- Plasticity characteristics of the fraction passing through 425 micron sieve are well within the prescribed limits.
- Compaction.
- Thickness of compacted layer.
- Simultaneous construction and compaction of shoulder with other layers of pavement.

The SQM is expected to carry out actual field tests for all the above items for samples fairly representative of overall quality of the item.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Gradation Test	In Stage-II, at least 1 test for each km (irrespective of the executed quantity).
	In Stage-III, if gradation of GSB of the stretch of road has not been monitored earlier, at least 1 test for each km
Degree of Compaction	In Stage-II, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
	In Stage-III, if GSB of the stretch of road has not been monitored earlier, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
Test for Liquid Limit and Plasticity Index	In Stage-II, at least 1 test for each km (irrespective of the d quantity).
	In Stage-III, if GSB of the stretch of road has not been monitored earlier, at least 1 test for each km
Thickness of compacted layer	In Stage-II or III, in case, GSB is complete and if every km not monitored for quality, at least 2 test per km.
Camber and Super elevation	Minimum 2 measurements per km at any stage of inspection.

**(viii) Base Course:** In rural roads, generally sub-grade of Water Bound Macadam is being constructed. In WBM layer, the following items are critical to quality:

- Gradation of course aggregates.
- Gradation of fine aggregates (filler material and binding material).
- Quantity of fine aggregates.
- Adequacy of compaction.
- Surface evenness.
- Thickness of compacted layer.

To ensure the conformance of course or fine aggregate to gradation requirements, SQM is expected to carry out sieve analysis. In case crushable aggregate has been used as filler material, the plasticity characteristics are critical; therefore, SQM is expected to test PI and LL. There is specific method of spreading the course aggregate, dry rolling followed by application of fine aggregates to be continued with dry rolling followed by wet rolling has been prescribed under the specifications. However, it has been observed that in many cases, course aggregates and fine aggregates are mixed without any control over the quantity of fine aggregates and rolled unsystematically. There is an urgent need to check this bad practice in construction of WBM. While the work of WBM is ongoing, the SQM is expected to check the process of construction meticulously and report. In case WBM has been completed, it is still possible to fairly judge the levels of compaction. To ensure that prescribed dry rolling and wet rolling has been carried out for achieving appropriate compaction in the WBM, it is necessary to carry out volumetric analysis by excavating pit of specific size and after appropriate screening to separate out course and fine aggregates the proportion of fine aggregates by volume of course aggregates should be calculated. If proper dry rolling and wet rolling is done, the WBM would appear solid compacted and the percentage of fine aggregates would not generally be more than 25% of volume of course aggregates. Appropriate allowance for crushing under the wheels of the roller may also be made depending on the aggregate impact value of the course aggregates. If volume of fine aggregate is more, it is obvious that specified rolling has not been carried out. To confirm the levels of compaction, the pit should be filled with the course aggregates and it should be seen that sufficient loose course aggregate should still remain balance after filling up the pit.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Gradation Test for each layer of WBM	In Stage-II, at least 1 test for gradation of course aggregate and fine aggregate separately for each km (irrespective of the executed quantity).
	In Stage-III, if gradation of Course aggregate and fine aggregate of the stretch of road has not been monitored earlier, at least 1 test for each km
Volumetric Analysis for assessment of compaction of WBM	In Stage-II or III, in case, WBM is complete and if every km not monitored for quality, at least one test per km.
Test for Liquid Limit and Plasticity Index in case fine aggregates are crushable type.	In Stage-II, at least 1 test for each km (irrespective of the executed quantity).
	In Stage-III, if WBM of the stretch of road has not been monitored earlier, at least 1 test for each km
Surface Evenness using straight edge	In Stage-II or III, in case, WBM is complete and if every km not monitored for quality, at least 2 test per km.
Thickness of compacted layer	In Stage-II or III, in case, WBM is complete and if every km not monitored for quality, at least 2 test per km.
Camber and Super elevation	Minimum 2 measurements per km at every stage of inspection.

(ix) **Bituminous Construction:** Generally under PMGSY, the work of 20 mm pre-mix carpet followed by pre-mix/liquid seal coat is taken up over primed and tack coated WBM base-course. In some cases, construction of bituminous macadam or modified penetration macadam is also taken up. Mix-seal surfacing is also being constructed in some parts of the country. The requirements of quality monitoring for various components of the bituminous construction are given below:

(a) **Preparation of Surface for Bituminous Construction:** It is extremely important to properly brush off loose material and fine aggregates generally available on the surface of WBM, however, it has been observed that cleaning of WBM surfaces does not receive proper attention of the

staff of PIU. The SQM is expected to check this aspect meticulously. Even in cases where the bituminous construction has been completed, it is possible to fairly assess this aspect by carefully removing the bituminous layer and observing the availability of loose material between the WBM layer and bituminous layer.

- (b) **Priming Coat and Tack Coat:** Specifications prescribed for application of priming coat by slow setting emulsion before application of tack coat, application of tack coat by rapid setting emulsion and even by viscosity grade straight-run bitumen. Uniform unbroken spread of emulsion/straight-run bitumen can only be ensured through its application by mechanical spraying rather than spray by a perforated cane. The temperature at the time of application of straight-run bitumen is critical to the quality of tack coat. The SQM is expected to make clear observations about this aspect.

**Frequency:** If the work of prime coat and tack coat is ongoing, the SQM shall carry out one test for rate of spread of binder. If the work in bituminous surface has been completed, the SQM shall carry out assessment of level of cleaning by removing bituminous layer at least at one spot in every 500 meters of the road.

- (c) **20 mm Thick Pre-mix Carpet/BM/MSS and Seal Coat:** The following are critical to quality of bituminous layers:
- Gradation of aggregate
  - Quantity of Binder
  - Mixing and laying temperature
  - Compacted thickness
  - Surface Evenness

The above aspects can be easily monitored when the work in this item is ongoing. While the work is ongoing, the assessment of quantity of binder may be made easily, however, when the work is complete, the SQM shall carry out bitumen extraction test and while interpreting the results, possible presence of binder used for tack coat should be appropriately accounted for.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Gradation Test for Course Aggregate (if the work in the item is ongoing)/visual observation in case of completed item of work	In Stage- III, At least one test on the day of inspection.
Temperature of Binder at the time of mixing and laying (if the work in the item is ongoing)	In Stage- III, at least one test on the day of inspection.
Bitumen Extraction Test along with gradation test of extracted aggregates	In Stage-III, in case, PMC is complete and if every km not monitored for quality, at least 1 test per km.
Thickness of compacted layer.	In Stage-III, in case, PMC is complete and if every km not monitored for quality, at least 2 test per km.
Surface Evenness using straight edge	In Stage-III, in case, PMC is complete and if every km not monitored for quality, at least 2 test per km.
Camber and Super elevation	Minimum 2 measurements per km at every stage of inspection.

- (x) **Side Drains and Catch Water Drains:** For ensuring appropriate surface drainage, provision of side drains and if required, catch water drains followed by integration of these drains to across drain is critical. In case of hill roads, provision of side drains along with catch-pits of appropriate size at appropriate locations followed by provision of appropriate cross drainage work is critical. The SQM at all stages of inspection is expected to make clear observations about the aspects given above. He should clearly mention the adequacy of the size of the side drain and shall observe clearly, whether, the longitudinal gradient of the side drains is adequate for ensuring disposal of water.
- (xi) **Road Furniture and Markings:** Under Pradhan Mantri Gram Sadak Yojana, every work is to be provided with Citizen Information Board and main board even before the actual grounding of the work. Logo boards and other road furniture are to be provided at appropriate time. The SQM shall check, as to whether, all Informatory Boards, as prescribed under the programme have been provided on the site and report. The SQM shall also check and report the quality of material and workmanship of road furniture and markings.
- (xii) **Cement Concrete Pavement and Associated Pucca Side Drains:** In case of

cement concrete pavements, the following are critical to quality:

- Quality of cement concrete
- Workmanship of cement concrete
- Joints
- Thickness
- Size and Shape of associated pucca side drains and their adequacy
- Quality and Workmanship of material used in pucca side drains
- Longitudinal levels of pucca side drains, their integration to cross drains or appropriateness of the provisions for disposal.
- Cross drainage works

While the work is ongoing, the SQM is expected to verify all the above items, however, while the work is complete, measurements about the thickness of CC Pavement, Surface conditions such as cracking etc may visually be seen, the register of cube test may be verified and based on visual observations, comments on quality of material and workmanship may be made. The aspects of size and shape of associated pucca side drains and their adequacy, Quality and Workmanship of material used in pucca side drains and Longitudinal levels of pucca side drains, their integration to cross drains or appropriateness of the provisions for disposal may be observed and recorded even if the work is complete. The SQM shall make observations about the above aspects during his inspection and report.

**(xiii) Cross Drainage Works:** There are a variety of CD works, taken up under PMGSY. Quality monitoring requirements for some common types of CD works are given below:

- (a) Hume Pipe Culverts and Vented Cause-way:** The following aspects are critical for quality of hume pipe culverts:
- Adequacy of provision for face/main walls, wings and return walls has been made as per site conditions (whether these walls provided with appropriate design in appropriate length etc).
  - Quality of material and workmanship of face/main walls, wing and return walls.
  - Quality of hume-pipes
  - Adequacy of cushion over hume-pipes.
  - In case of vented cause-ways, quality and workmanship of surfacing over vented cause-way (generally, CC Pavement is constructed and quality monitoring as covered under CC Pavement would apply to this item also).

While the work is ongoing the SQM shall check all the above aspects and report. In case of completed hume-pipe culverts also the above aspects can be checked and reported. In case of cause-ways, it is important to check, as to whether; main walls have been appropriately keyed on the banks of the drain taking them well beyond HFL to avoid out-flanking in high floods. The SQM

shall make observations on all the above aspects during his inspection and report.

- (b) **Simply Supported Slab Culvert or Cement Concrete Box Culverts:** Quality monitoring aspects for such works would be decided on case-to-case basis.
  
- (xiv) **Observations on action regarding issues mentioned in earlier inspection reports of SQMs or National Quality Monitors (NQMs):** If the work being inspected by the SQM was earlier inspected by other SQM/NQM, the SQM shall make item and sub-item wise observations on the action by the PIU regarding issues mentioned in reports of earlier inspections by SQMs or NQMs and record these observations in a manner prescribed by the Agency.

**5.6.2 Actions Taken Reports and its Scrutiny:** Upon receipt of the inspection reports and observations of SQM, the PIU shall initiate action (if required) for rectification of defects (if any) pointed out in the observations. This shall be ensured by the SQM. An Action Taken Report (ATR) shall be furnished by the PIU to the Consultant in manner and within a period prescribed by the SQC.

The LSQM shall scrutinize the ATRs with reference to the observations of SQM contained in the inspection report and make clear observations on the ATRs. These observations would be communicated to PIU and SQC by LSQM within prescribed time period

## **5.7 STAFFING AND OTHER INPUTS:**

**5.7.1 Personnel to be deployed and expected Output:** Generally, one SQM can inspect one work of maximum 3Km length in a day and make observations as required under Clause 5.6.1 of this TOR. Thus one SQM would be able to perform not more than 20 inspections in a month including time required for travel, performing tests and writing reports etc. The LSQM would be required to scrutinize the reports of SQM critically and to examine as to whether, the SQM has carried out inspection, testing and reporting as per Scope of Works given in this TOR. Each LSQM would be supported by ALSQM in the main office for scrutiny and abstracting the reports of SQMs. The LSQM would be required to ensure that SQMs reporting commensurate to the test results and they (SQM) perform inspection most professionally and report diligently. Thus, one ALSQM would be able to scrutinize not more than 250 inspection reports. The deployment of SQMs, ALSQMs and LSQMs shall depend upon the number of inspections that are required to be carried out during the period of service.

**5.7.2 Consultant's Team Composition and Deployment:** The consultant firm shall provide the personnel for the indicated duration. The given durations are indicative and subject to variation by mutual agreement between consultant and the agency. The Consultant's Team Composition and Deployment/Duration is given below:

**(a) Guidelines for Deployment of Consultant's Team:** The expert-wise Deployment and Duration is given below:

Experts	Experience	Deployment/Duration
Lead State Quality Monitor (LSQM)	At-least 20 years as Civil Engineer in various capacities. Out of experience of 20 years, he should have at-least 5 years experience in construction supervision or quality control of road projects.	Main office based expert is required to provide overall leadership, guidance and peer consultation. The Leader SQM shall be required for full duration stationed at the head-quarter where main office is situated.
Assistant Lead State Quality Monitor (ALSQM)	At-least 20 years as Civil Engineer out of which, 10 years experience in construction supervision or quality control of road projects for candidate having Diploma in Civil Engineering.  At-least 15 years as Civil Engineer out of which, 5 years experience in construction supervision or quality control of road projects for candidate having Graduation in Civil Engineering.	Main office based expert is required to provide support to LSQM in respect of scrutiny, abstract preparation on the inspection reports of SQMs and scrutiny of ATRs. One ALSQM shall not be able to scrutinize more than 200 reports in a month, accordingly, depending upon total inspections, the number of ALSQMs shall be deployed by the consultant
State Quality Monitor (SQM)	At-least 20 years as Civil Engineer out of which, 10 years experience in construction supervision or quality control of road projects for candidate having Diploma in Civil Engineering  At-least 15 years as Civil Engineer out of which, 5 years experience in construction supervision or quality control of road projects for candidate having Graduation in Civil Engineering.	Each SQM shall perform inspection of not more than 20 works in a month including travel and report writing. Accordingly, depending on total number of works to be inspected, the number of SQMs would be deployed.

**(b)** Minimum Qualification and Experience of the Leader State Quality Monitor (LSQM) and State Quality Monitor (SQM) or Assistant Leader State Quality Monitor (ALSQM) are given below:

**(i) Qualification for Leader State Quality Monitor (LSQM):**

- **Educational Qualification:** The candidate should be Graduate in Civil Engineering from recognized University.
- **Age Limit:** Any individual who has attained the age of 65 years would not be allowed to work as LSQM.
- **Experience:** The candidate should have an experience of at-least 20 years as Civil Engineer in various capacities. Out of experience of 20 years, he should have at-least 5 years experience in construction supervision or quality control of road projects.
- If the candidate is retired officer from any Government Organization, and if has not worked with any organization for last 2 years, shall not be eligible.
- If the candidate was working as State Quality Monitor or National Quality Monitor under PMGSY but was discontinued on account of poor performance or conduct, shall not be eligible.
- The Consultant will be responsible for deployment/withdrawal of staff/additional staff for efficient and complete service as expected from the Consultant. The CVs of Key Personnel shall be included in the EOI along with the documentary proof of qualification and experience, their written consent and availability. The CVs of all the team members will be provided along with the technical bid.

**(ii) State Quality Monitor (SQM) or Assistant Leader State Quality Monitor (ALSQM):**

- **Educational Qualification:** The candidate should be Diploma from the recognized institute or Graduation from recognized University in Civil Engineering.
- **Age Limit:** Any individual who has attained the age of 65 years would not be allowed to work as SQM.
- **Experience:** In case of candidate having Diploma in Civil Engineering, the candidate should have an experience of at-least 20 years as Civil Engineer in various capacities. Out of experience of 20 years, he should have at-least 10 years experience in construction supervision or quality control of road projects.

In case of candidate having Graduation in Civil Engineering, the candidate should have an experience of at-least 15 years as Civil Engineer in various capacities. Out of experience of 15 years, he should have at-least 5 years experience in construction supervision or quality control of road projects.

- If the candidate is retired officer from any Government Organization, and if has not worked with any organization for last 2 years, shall not be eligible.

- If the candidate was working as State Quality Monitor under PMGSY but was discontinued on account of poor performance or conduct, shall not be eligible.

### **5.8 FACILITIES:**

- (a) The Consultant shall make his own arrangements for establishing office, utilities, hardware and internet service. The Consultant shall also make his own arrangements for travel, accommodation, transport etc of the field staff. The following minimum arrangements would be ensured by the Consultant:
  - (i) A main office shall have a minimum carpet area at the rate of 10 sqm. per working person including supporting staff.
  - (ii) Each of the SQM and LSQM should have facility of mobile phone and the main office should have a land line phone with facsimile. All contact number of LSQM and SQMs would be provided to the Employer.
  - (iii) Minimum one computer of appropriate configuration should be available in the main office each for LSQM and each pair of ALSQM. For each additional pair of ALSQM, one computer each should be available.
  - (iv) The office should have at least one photocopier and one computer printer of appropriate configuration with each computer depending upon work load.
  - (v) Each of the SQM and LSQM should have appropriate four wheeler inspection vehicle for performing their functions efficiently.
- (b) The Agency, shall organize a two day orientation programme for the quality monitors engaged by the Consultant and the Consultant shall ensure the presence of all quality monitors in the orientation programme without any extra remuneration.

### **5.9 REPORTING AND SCRUTINY:**

Based on prescribed method of observation mentioned in Scope of Work, an appropriate reporting format would be developed by the Agency in consultation with the Consultant and shall be prescribed. The Agency shall also be free to change reporting format or methods of observations and reporting based on the requirements of the quality monitoring from time-to-time. Based on prescribed method of scrutiny of Action Taken Report (ATR) on the inspection report and observations of the SQM, an appropriate scrutiny format would be developed by the Agency in consultation with the consultant and shall be prescribed. The following reports shall be submitted:

- (a) **Inception Report:** Within 3 weeks upon issue of letter to proceed with the work, the Consultant shall submit inception report. The report will be based on requirement of services, detailed work programme as per Clause 5.5.2 of the TOR and other related activities.
- (b) **Inspection Report by SQM:** Immediately upon completion of inspection of work (including reasonable time required for testing of material, as determined by the Agency) but before leaving the head quarter/area of the PIU, the SQM/team of SQMs shall prepare inspection report in the prescribed format and submit a copy to the head of Programme Implementation Unit (PIU). A copy of the inspection report shall also be submitted to LSQM and State Quality Coordinator (SQC) within 3 working days upon completion of inspection.
- (c) **Scrutiny of Inspection Report of SQM and communication of observation by LSQM:** The LSQM shall check and scrutinize the inspection report of the SQM and in case the LSQM prefers to make additional observations, these would be sent to the head of PIU with a copy to the Agency within 10 working days upon completion of inspection by the SQM.
- (d) **Monthly Report:** Within 7 days upon completion of a calendar month, the LSQM shall prepare and submit to the Agency, an abstract report of inspections carried out by the SQMs, in the format prescribed by the Agency. The format for monthly abstract report of inspections shall be prescribed by the Agency in consultation with the Consultant.
- (e) **Reporting Observations on ATR by LSQM:** The LSQM shall communicate the observations on ATRs to PIU and SQM, within 10 working days upon receipt of ATR from the PIU.
- (f) **Project Completion Report:** This report shall be submitted by the Consultant upon completion of services and would include full report of activities carried out along with comments of the SQC. A copy of this report shall be submitted to NRRDA also.

## **SECTION 6**

# **STANDARD FORM OF CONTRACT**

SECTION- 6

**STATE QUALITY MONITORING CONSULTANCY SERVICES PROJECT**  
**IN THE STATE OF JHARKHAND**

**JH/SQM/DAL/1 DALTONGANJ, GARHWA, LATEHAR**

**AGREEMENT**

**FOR**

**CONSULTANT'S SERVICES**

**Between**

**JSRRDA**  
**F.F.P. BUILDING,**  
**2<sup>ND</sup>FLOOR DHURWA,**  
**RANCHI-834004**

**And**

-----  
**[Name of consultant]**

## AGREEMENT

This AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_ (Month), \_\_\_\_ (Year) between the \_\_\_\_\_ [Name and Address of Employer] (hereinafter referred to as the "Agency") which expression shall where the context so admits, includes his successors in office and assigns on the one part, and

\_\_\_\_\_ (Legal Name of the Consultant) (hereinafter called the "Consultants") which expression shall where the context so admits, includes his successors in office and assigns on the other part.

### WHEREAS

- (a) The Agency has received funds from Govt. of India under Pradhan Mantri Gram Sadak Yojana (hereinafter called PMGSY) for construction of rural roads in the State of (name of the State to be filled in). The works and services shall be subject to the guidelines of the Scheme.
- (b) The Agency is carrying out Road Construction Project as defined (hereinafter called the "Project") in accordance with the PMGSY Guidelines.
- (c) The Agency has requested the Consultants to provide certain services as State Quality Monitors required for the project as defined in the Conditions of agreement attached to this agreement (hereinafter called the "Services");
- (d) The Consultants, having represented to the Agency that they have the required professional skills, personnel and technical resources, have agreed to provide the State Quality Monitoring Services on the terms and conditions set forth in the Agreement;

**NOW THEREFORE** the parties hereto hereby agree as follows: -

The following documents attached hereto shall be deemed to form an integral part of this agreement:

- (a) The General Conditions of Agreement (hereinafter called "GC");
- (b) The Special Conditions of Agreement (hereinafter called the "SC");
- (c) The following document and Appendices:

- Section 1 - Letter of Invitation.
- Section 2 - Instructions to Consultants including Data Sheet.
- Section 3 - Technical Proposal Standard Forms.
- Section 4 - Financial Proposal Standard Forms.
- Section 5 - Terms of Reference.
- Section 6 - Standard Form of Agreement and General Conditions of Agreement, Special Conditions of Agreement.
- Appendix I- Form of Bank Guarantee for Bid Guarantee.
- Appendix II- Form of Bank Guarantee for Performance Guarantee

All related correspondence exchanged between the Agency and the Consultant.

The mutual rights and obligations of the Agency and the Consultants are be set forth in the Agreement; in particular:

(a) The Consultant shall carry out the services in accordance with the provisions of the Agreement; and

The Agency shall make payments to the Consultant in accordance with the provisions of the Agreement.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and the year first before written.**

FOR AND ON BEHALF OF  
 P. ANJANA DEVI  
 CHIEF ENGINEER  
 JSRDA, 2<sup>ND</sup> FLOOR, F.F.P BUILDING,  
 DHURWA,RANCHI – 834004

FOR AND ON BEHALF OF  
 .....  
 .....  
 .....

By ..... [Name of the Consultant]  
 By .....  
 .....  
 [Authorised Representative] [Authorised Representative]

Witness 1.  
 2.

## **GENERAL CONDITIONS OF AGREEMENT**

## GENERAL CONDITIONS OF AGREEMENT (GC)

### 1. GENERAL PROVISIONS

#### 1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of [Name of State] as they may be issued and in force from time to time;
- (b) "Agency" **JSRRDA** means the **JHARKHAND STATE RURAL ROAD DEVELOPMENT AUTHORITY**. The Agency shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions.
- (c) "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
- (d) "Authorized Representatives" is the person named in Clause 1.8 of GC to execute the agreement and administer the Agreement.
- (e) "Bank" means any Scheduled or Institutional bank so designated by the Agency for their banking transactions relating to this agreement.
- (f) "Consultant" means any Private or Public entity including a Joint Venture that will provide services to the Agency under the Agreement;
- (g) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of the Agency;
- (h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (i) "Personnel" means persons engaged by the Consultants as employees or short term monitors for duration of the project or persons on consultant's retainerhip.
- (j) "PIU" means head of Programme Implementation Unit designated by the Agency;
- (k) "Key personnel" means the personnel referred to in Clause 4.2(a) hereof;
- (l) "Party" means the Agency or the Consultants, as the case may be, and Parties means both of them;
- (m) "Project" means State Quality Monitoring Project packages described in Annexure-II of RFP under Pradhan Mantri Gram Sadak Yojana (PMGSY)
- (n) "Services" means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the Term of Reference (TOR) Section 5 hereof;
- (o) "Starting Date" means the date referred to in Clause 2.3 hereof;
- (p) "State Quality Coordinator (SQC)" means the officer designated by the Agency.
- (q) "Sub-Consultant" means any entity to which the Consultant sub-contracts

any part of the services in accordance with the provisions of Clause 3.8 (b) hereof, and;

- (r) "Third Party" means any person or entity other than the Government, the Agency, or the Consultants.

### **1.2 Relation Between the Parties:**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Agency and the Consultants. The Consultants, subject to this Agreement, have complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3. Law Governing the Agreement:**

This Agreement, its meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

### **1.4. Language & Headings:**

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this agreement. The Headings shall not limit, alter or affect the meaning of this Agreement.

### **1.5 Notices:**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post, telegram, facsimile or email to such Party at the addresses specified hereunder.

#### **Agency**

**P. ANJANA DEVI  
CHIEF ENGINEER,  
JSRDA F.F.P. BUILDING,  
2<sup>ND</sup>FLOOR DHURWA,  
RANCHI-834004**

**Consultants: .....**

Phone No.: **0651-2401945**

E-mail: **[jh-ce@pmgys.nic.in](mailto:jh-ce@pmgys.nic.in)**

Fax No.: **0651-2401945**

Phone No.: .....

E-mail: .....

Fax No.: .....

**1.5.2** The notice sent by facsimile or other electronic means shall be effective on confirmation of transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of normal delivery period as undertaken by the postal service.

**1.5.3** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:**

The services shall be performed at such locations as are specified in TOR.

**1.7 Authority of Lead Partner:**

In case the Consultant consists of a joint Venture of more than one entity, the Partners hereby authorize the Lead Partner specified in the SC 1.7 to act on their behalf in exercising all the Consultant's rights and obligations towards the Agency under this Agreement, including without limitation the receiving of instructions and payments from the Agency.

**1.8 Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Agency or the Consultants may be taken or executed by the officials specified in this Agreement.

**1.9 Taxes and Duties:**

The Consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Agency shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**1.10 Ethics:**

It is required to observe the highest standard of ethics during all the processes involved in this Agreement. The Agency,

(i) defines, for the purpose of this Agreement, the term set forth below as follows:

(a) "Corrupt Practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public

official in the selection process or in agreement execution;

(b) "Fraudulent Practices" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;

(c) "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of the borrower, designed to influence the action of any party in a consultant selection process or the execution of an Agreement;

(d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Consultant selection process, or affect the execution of an Agreement.

(ii) will reject

(a) a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(b) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in any future bidding, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract or an Agreement and;

(c) The Consultant will disclose any fees, gratuities, rebates, gifts, commissions or other payments that may have been paid or are to be paid to agents and/or representatives, with respect to the selection process or execution of the Agreement. The information disclosed must include the name and address of the agent and/or representative, the amount and currency, and the purpose of the fee, gratuity, rebate, gift, commission or other payment.

### **1.11 High Standard of Conduct:**

The Agency requires that the Consultant and its Personnel maintain a high standard of conduct when carrying out their functions under this Agreement. Accordingly, the Consultant and its Personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. All the Key Personnel working for the Consultant shall be required to accept and sign the Code of Conduct given at **Annexure-VI**. The Agency will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant or contractual staff involved in such incidents pursuant to

Clause GC 4.5 (b).

**1.12** The conditions shown in Request for Proposal (RFP), Term of Reference, Technical and Financial Offers shall form the part of this agreement.

## **2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement:**

This agreement shall come into force and become effective on the date (the "Effective Date") of the Agency's notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of this agreement have been met.

### **2.2 Termination of Agreement for Failure to Become Effective:**

If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in the SC of this agreement, either party may, by not less than 15 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

### **2.3 Commencement of Services:**

The Consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC of this agreement.

### **2.4 Expiration of Agreement:**

Unless terminated earlier pursuant to GC Clause 2.9 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the 'Effective date' as shall be specified in the SC or this agreement.

### **2.5 Liability of Parties:**

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **2.6 Modification:**

Modifications of the terms and conditions of this agreement, including any

modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause 7.2 of this agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure:**

### **2.7.1 Definition:**

(a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.

(b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agent or employees;

(c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:

(i) Take into account at the time of the conclusion of this Agreement and/or;

(ii) Avoid or overcome in the carrying out of its obligations hereunder.

(d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Agreement:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other

Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.7.3 Consultation:** Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.7.4 Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

**2.7.5 Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

## **2.8 Suspension:**

The Agency, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Agency, for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

## **2.9 Termination:**

**2.9.1 By the Agency:** The Agency, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:

a) If the Consultants fail to remedy the failure in the performance of

their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Agency may have subsequently approved in writing;

- b) If the Consultants (or if the Consultants consists of more than one entity, (of any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 of this agreement hereof;
- d) If the Consultants submit to the Agency a statement which has a material effect on the rights, obligations or interests of the Agency and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- g) If the Consultant, in the judgment of the Agency, was engaged in any activity falling under Conflict of Interests category as defined in Clause 3.2, hereof.

**2.9.2 By the Consultants:** The Consultants may, by not less than thirty (30) days written notice to the Agency such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:

- (a) If the Agency fails to pay any money due to Consultants pursuant to this agreement and not subject to dispute pursuant to Clause 10 of this agreement hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Agency is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Agency of the Consultant's notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 of this agreement hereof.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Agreement

pursuant to GC Clauses 2.2 or 2.9.1 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof;
- (c) The Consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.7 of this agreement hereof;
- (d) The Consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Agency, whereof, as a result of such default; and
- (e) Any right, which a party may have under the Applicable Law.

**2.9.4 Cessation of Services:** Upon termination of this agreement by notice of either to the other pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Agency, the Consultants shall proceed as provided, respectively, by Clauses 3.10 or 3.11 of this agreement hereof.

**2.9.5 Payment upon Termination:** Upon termination of this agreement pursuant to Clauses 2.9.1 or 2.9.2 of this agreement hereof, the Agency shall make the payment pursuant to Clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Agency):

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for settlement of disputes pursuant to Clause 10 of this agreement here of.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General:**

**3.1.1 Standard of Performance:** The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and

practices. The consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Agency, and shall at all times support and safeguard the Agency's legitimate interests in any dealings with Sub-consultants or third Parties.

**3.1.2 Law Governing Services:** The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or Sub-Consultants and agents, comply with the Applicable Law time being in force.

### **3.2 Conflict of Interests:**

**3.2.1 Consultants not to benefit from Commissions, discounts etc.:** The remuneration of the Consultants pursuant to Clause 6 of this agreement hereof shall constitute the Consultant's sole remuneration in connection with this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

**3.2.2 Procurement Rules of Funding Agencies:** If the Consultants, as part of the Services, have the responsibility of advising the Agency on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the State **JHARKHAND** and shall at all times perform such responsibility in the best interest of the Agency. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Agency.

**3.2.3 Consultants and Affiliates not to engage in Certain Activities:** The Consultants agree that, during the term of this agreement and after its termination, the Consultants and nay entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or serviced (other than the services and any continuation thereof) for any Project resulting to the Services.

**3.2.4 Prohibition of Conflicting Activities:** The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of **JHARKHAND** which would conflict, with the activities

assigned to them under this Agreement.

### **3.3 Confidentiality:**

The Consultants, their Sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Agency's business or operations without the prior written consent of the Agency.

### **3.4 Performance Security:**

The Consultant shall be required to submit acceptable Bank Guarantee for an amount equal to 5% of the accepted consultancy cost towards Performance Security. The validity of the Bank Grantee(s) shall cover entire duration of the consultancy period plus 6 months. The format of the Bank Guarantee(s) shall be prescribed by the Employer . The Bank Guarantee(s) shall be released after satisfactory completion of the assignment. If performance of the SQM Consultant is not found satisfactory, this security will be liable to be forfeited. In addition, the Consultant shall be liable for action under other clauses of the Agreement.

### **3.5 Limitations of the consultant's liability towards Agency:**

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the damage caused by the Consultants to the Agency's property, shall not be liable to Agency:

(i) For any indirect or consequential loss or damage, and

(ii) For any direct loss or damage that exceeds: (A) the total payments for services made and expected to be made to the Consultant hereunder; or (B) the proceeds Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

(b) The limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or person or firm acting on behalf of the Consultant in carrying out the services.

### **3.6 Insurance to be taken out by the Consultants:**

The Consultants shall:

- (i) take out and maintain, own cost but on terms and conditions approved by the Agency, insurance against the risks, and for the coverage's, as specified below; and
- (ii) At the Agency's request, provide evidence to the Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
  - (a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Consultants or their personnel for the period of the Consultancy; and
  - (b) Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

### **3.7 Accounting, Inspection and Auditing:**

The Consultants shall:

- (i) keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- (ii) permit the Agency or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Agency.

### **3.8 Consultant's Actions requiring Agency's prior Approval:**

The Consultants shall obtain the Agency's prior approval in writing before taking any of the following action:

- (a) Appointing such members of the Personnel as are listed in merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood
  - (i) that the selection of sub-consultant and the terms of conditions of the subcontract shall have been approved in writing by the Agency prior to the execution of the subcontract, and
  - (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this agreement;
- (c) Any other action as may be specified in SC.

### **3.9 Reporting Obligations:**

The Consultants shall submit to the Agency the reports and documents specified in TOR (Section 5) hereto, in the form, in the numbers and within the time period set forth in the said Para and also furnish specific data/information called for by the Agency as and when required.

### **3.10 Documents Prepared by the Consultants to be the Property of the Agency:**

All plans, drawings, specifications, designs, reports other documents and software prepared by the Consultants for the Agency under this agreement shall become and remain the property of the Agency. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Agency, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.11 Equipment and Materials furnished by the Agency:**

Equipment and materials made available to the Consultants by the Agency or purchased by the Consultants with funds provided by the Agency shall be the property of the Agency and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Agency an inventory of such equipments and material and shall dispose of such equipments and materials in accordance with the Agency's instruction. Equipments and materials, the Consultants, unless otherwise instructed by the Agency in writing, shall insure them at the expense of the Agency in an amount equal to their replacement value.

## **4. CONSULTANT'S PERSONNEL**

### **4.1 General:**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **1.2 Description of Personnel:**

**(a)** The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in Section 5, TOR.

**(b)** If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in TOR, may be increased by agreement in writing between the Agency and the Consultants.

#### **4.3 Approval of Personnel:**

The Key Personnel listed by title as by name are hereby approved by the Agency. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Agency for review and approval of a copy of their biographical data. If the Agency does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and such certificate, such Key Personnel shall be deemed to have been approved by the Agency.

#### **4.4 Working Hours, Overtime, Leave etc:**

- (a) Working hours and holidays for key personnel are set forth in Appendix-III hereto
- (b) The personnel shall not be entitled to be paid extra for overtime or paid sick leave or vacation leave etc. The Consultant's payment shall be deemed to cover these items. Any grant of leave by personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removals and/ or Replacement of Personnel:**

- (a) Except as the Agency may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the replacement of the personnel would be permitted to the extent of maximum 25% at every level for full project period. Subject to condition that the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Agency, such replaced person shall be inducted only after approval by the Agency;
- (b) If the Agency (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Agency's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Agency.

#### **4.6 Leader State Quality Monitor:**

When Services are carried out in the State of **JHARKHAND**, the Consultant shall, at all times, ensure that there is a LSQM acceptable to the Agency to supervise and coordinate the operations of the Personnel in the filed and to be responsible for liaison between the Consultant and the Agency.

## **2. OBLIGATIONS OF THE AGENCY**

### **5.1 Assistance and Exemptions:**

The Agency will assist to consultant in grant of following from Government:

- (a) Provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants and Personnel to perform the Services;
- (b) Assist the Consultants, and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Grant to the Consultants, and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of **JHARKHAND** reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

### **5.2 Access to Land:**

The Agency warrants that the Consultants shall have free of charge unimpeded access to all land in the State **JHARKHAND** in respect of which access is required for the performance of the Services.

### **5.3 Making available, Field/District Laboratory for Testing to SQM:**

The tests for material and workmanship shall be carried out by the SQM in the field laboratory established by the contractor/district laboratory of the PIU. The Agency shall ensure that the PIU provides the SQM full support for taking samples, transportation of samples to the laboratory and actual conduct of tests in the field laboratory of the contractor/district laboratory of the PIU.

### **5.4 Arrangement for Testing:**

The State Quality Monitor shall carry ordinary instruments, such as, measuring tapes and measuring scales etc required for inspection and general measurements of road works during the inspection. However, the tests for material and workmanship shall be carried out in the field laboratory established by the contractor. It would be possible to conduct all the tests prescribed in the TOR in the field laboratory of the contractor, however, it may not be possible to

generally carry out some specific tests in the laboratory of the contractor, in such cases the testing would be performed in the district/regional/State level laboratories of the employer organization, laboratories of engineering institutes or institutes of technology as approved by the employer. The testing can also be carried out in the private laboratories provide they are accredited by the employer.

**The employer shall be responsible for all expenses relating to testing and transportation of samples to the laboratory etc.** The Employer shall also be responsible for ensuring that the SQM is provided full support for taking samples, transportation of samples to the laboratory and appropriate testing in presence of the SQM. All the tests, whether performed in the field laboratory of the contractor or otherwise, shall be performed in presence of and under full supervision of the SQM and the SQM shall be fully responsible for correctness of the test results.

#### **5.5 Payment:**

In consideration of the Services performed by the Consultants under this agreement, the Agency shall make to the Consultants such payments and in such manner as is provided by GC Clause 6 of this agreement.

### **3. PAYMENTS TO THE CONSULTANTS**

#### **6.1 Advances:**

The Agency shall make payment of mobilization advance to the Consultant against the provision by the Consultant of an unconditional Bank Guarantee by a Commercial Bank, in a form acceptable to employer, in amounts equal to 10% of the accepted total consultancy cost.

#### **6.2 Monthly Payment:**

The payment to the Consultant in consideration of the services rendered by him shall be made on the monthly basis.

#### **6.3 Currency of Payment:**

All payments under this agreement shall be made.

#### **6.4 Payment to the Consultants:**

The Agency shall pay to the Consultants on the basis of time actually spent by the Consultants Personnel in the performance of the services at the specified billing rates approved by the Agency every month.

## 6.5 Mode of Billing and Payment:

The billing and payment in respect of services shall be made as follows:

(a) The Agency shall cause to be paid to the Consultants an advance payment as specified in the SC and as otherwise set forth below. The advance payments will be due after provision by the Consultants to the Agency of a Bank Guarantee by a Bank acceptable to the Agency in an amount (or amounts) specified in SC, such a bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix III hereto or in such other form as the Agency shall have approved in writing;

(b) As soon as practicable and not later than the Fifteen (15) days after the end of each calendar month, during the period of services, the Consultant shall submit to Agency in duplicate itemized statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC Clauses 6.3 and 6.4 for such month;

(c) The Agency shall cause the payment of the Consultants periodically as given above within fifteen (15) days after the receipt by the Agency of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the consultants; the Agency may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved as satisfactory by the Agency. The services shall be deemed completed and finally accepted by the Agency and the final report and final statement shall be deemed approved by the Agency as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Agency unless the Agency, within such ninety (90) days period, gives written notice to the consultants specifying in detail deficiencies in the services, the final report or final statement. The consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Agency has paid or caused to do paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this agreement shall be reimbursed by the Consultants to the Agency within thirty (30) days after receipt by the consultants of notice. Any such claim by the Agency for payment must be made within six (6) calendar months after receipt by the Agency of a final report and a final statement approved by the Agency in accordance with the above.

(e) All payments under this agreement shall be made to the accounts of the Consultants specified in the SC.

## **6.6 Recovery:**

The advance payment shall be recovered by deducting proportionate amounts from the payments due to the Consultant. Any sum falling due or any loss caused due to this agreement shall be recoverable by the Agency from the Consultant as if it were arrears of land revenue.

## **6.7 Payment to the Government Agencies:**

If required to make any payment to any Governmental Agency in connection with implementation of the Services the Consultant shall make such payments only by means of cheque, or through official bank remittance addressed to the account of the relevant Agency. Where payments to such Agency account cannot be made, payments to any employee of such Agency, (whether for a permanent, part-time or contractual staff), shall only be made with prior written endorsement of the Agency and only by cheque or through official bank remittance addressed to the relevant account of the employee. In the event that a non-cash payment cannot be effected in a timely manner, cash payment upto Rs.20000/-, or such amount as may be allowed under the relevant laws applicable to the Government Agency or employee as the case may be, whichever is less, may be made by the Consultant to the Government Agency or employee against receipt for such payment, provided that such payment is reported to the Agency within three working days after such payment is made and a written explanation of the circumstances that necessitated such payment is submitted by the Consultant to the Agency.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1. Good Faith:**

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

### **7.2. Operation of the Agreement:**

The Parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the Parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 10 thereof.

## **8. ACTION WHEN THE KEY PERSONNEL NOT PROVIDED**

As per TOR (Section 5) the Consultant is required to provide the Key Personnel with qualification and experience as laid down in TOR. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only in exceptional circumstances on approval of the Agency.

If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant as specified in TOR (Section 5). In addition, the Consultant shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract.

## **9. COMPENSATION FOR FAILURE TO RENDER SATISFACTORY SERVICE BY THE CONSULTANT:**

**9.1.** The assessment of inspections carried out by the Consultant shall be carried out by the employer in each quarter or at shorter durations as agreed between the Consultant and the employer. If the Consultant fails to render satisfactory services in respect of ensuring inspection of works in each quarter at stages prescribed in the TOR depending upon the construction stage of work at the commencement and up to completion of the service or as per agreed work programme; or in respect of providing timely reports or in respect of scrutiny of inspection reports or ATRs, the Consultant agrees to pay compensation in the following manner:

**(a)** If number of inspections carried out in a quarter are less than 90% of desired inspections as per the work programme, the Agency shall deduct amount equal to double the billing rate for each inspection of work by one single State Quality Monitor for number of inspections not carried out in excess of 90% of inspections agreed between the employer and the consultant as per agreed work programme.

**(b)** However, in case the Consultant is able to carry out desired number of inspection in the subsequent quarter covering short-fall of the previous quarter, the amount withhold will be restored to the Consultant by adjustment in the next payment.

**(c)** If the Consultant fails to scrutinize (to be determined by the employer) the inspection reports, or the Action Taken Report to the satisfaction of the Employer as per provisions contained in this regard in TOR Section 5, the Consultant shall pay compensation equal to double the billing rate for inspection of that work for which, the satisfactory scrutiny has not been carried out by the Consultant.

(d) The total amount of such compensation for the complete duration of the services shall not be more than 10% of the total billing for the services rendered by the Consultant. The employer may deduct the amount of compensation from any payments due to Consultant. The payment of penalty shall not affect the Consultant's other liabilities.

**9.2.** The Agency may conduct independent checking of works. If such checks disclose that quality monitoring carried out by the consultant do not meet the specified standards, in such event, the Consultant agree that the Agency will not pay the consultants charges for the defective inspections. In addition, the Consultant agree that the Consultant shall be liable to pay compensation equal to 100% of such amount.

**9.3.** If the service of the specified personnel are not made available at proper time or a team member provided by Consultants is not acceptable to the Agency, the Consultant shall immediately replace the team member and the Consultant and the Agency agree that the Consultant is liable to pay compensation equal to the Consultant's rate of 10 inspection of each work by one SQM. If the Consultant fails to quickly deploy/replace a team member as instructed by the Agency, the Employer may make temporary arrangement. The Agency will pay the temporary deployment/replacement with commensurate reduction in the scope of Consultant contract. In such event, the Consultant and the Agency agree that the Consultant shall be liable to pay compensation equal to 50% of the cost to the Agency of the temporary deployment/replacement until the Consultant provides a suitable replacement/team member. This will however be a temporary arrangement. If Consultant fails to deploy the requisite personnel or replace any member as instructed, the Consultant shall be liable for termination of the agreement and or black listing. In exceptional circumstances in case suitably qualified/ experienced replacement team member can not be made available by the Consultant, for reasons which are accepted by Agency, the following relaxation may be considered with reduced remuneration by the Agency at its sole discretion. The reduction in qualification level shall be allowed only for one stage.

## **10. SETTLEMENT OF DISPUTES**

### **10.1. Amicable Settlement:**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

## **10.2 Dispute Redressal System**

**10.2.1** If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract, whether before its commencement or during the services or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising the dispute or difference, described along with their powers in the SC. The competent authority shall, within a period of forty-five days after being requested in writing by the Consultant to do so, convey his decision to the Consultant. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Consultant. In case the services are already in progress, the Consultant shall proceed with performance of services, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

**10.2.2** Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority.

**10.2.3** The composition of the Empowered Standing Committee will be:

- (a) One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- (b) One official member not below the rank of chief engineer; and
- (c) One non-official member who will be technical expert of Chief Engineer's level selected by the Consultant from a panel of three persons given to him by the Employer.

**10.2.4** The Consultant and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Consultant and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Consultant can approach the appropriate court for the resolution of the dispute.

**10.2.5** The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Consultant can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

**10.3 Arbitration:**

In view of the provision of the clause 10.2 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

**11. JURISDICTION:**

The contract has been entered into the State of **JHARKHAND** and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF THE AGENCY

BY P. ANJANA DEVI  
CHIEF ENGINEER  
JSRRDA, 2<sup>ND</sup> FLOOR,  
F.F.P BUILDING,  
DHURWA,RANCHI – 834004

Authorized Representative  
Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY .....  
.....

Authorized Representative  
Witness:

**Code of Conduct for National Quality Monitors,  
engaged by National Rural Roads Development Agency,  
Ministry of Rural Development, Government of India**

**Introduction:**

The purpose of Code of Conduct is to ensure an ethical conduct in the third party inspection of works under Pradhan Mantri Gram Sadak Yojana (PMGSY).

Under the second tier of quality management mechanism operational for the national programme, PMGSY, the inspection of works by State Quality Monitors (SQMs) is an independent assessment of quality of works executed in under this programme. The objective of this tier of quality management mechanism is to independently verify that the quality of road works executed by States confirms to standards and to see whether the prescribed quality management mechanism in the State is effective. The role of this tier is also to provide guidance to the State implementation machinery and the field engineers rather than ‘fault finding’, as such; the basic duty of the SQM is to inspect the road works as per the TOR and prepare inspection report giving clearly his findings and suggestions for improvement. High ethical conduct is expected of the person who is engaged as State Quality Monitor.

A code of conduct is necessary and appropriate for the State Quality Monitors because of the trust placed in the independent quality management system.

The Code of Conduct extends beyond the definition of independent quality monitoring to include two essential components:

1. Principles that are relevant to the profession and practice of independent quality monitoring of road works;
2. Rules of Conduct that describe behavioral norms expected of independent quality monitors. These rules are an aid to interpreting the Principles into practical applications and are intended to guide the ethical conduct of State Quality Monitors.

**Applicability:**

This Code of Conduct applies to both individuals and entities that provide independent quality monitoring services under PMGSY.

**Principles:**

State Quality Monitors are expected to apply and uphold the following principles:

- **Integrity:** The integrity of State Quality Monitors establishes trust and thus provides the basis for reliance on their judgment.
- **Objectivity:** State Quality Monitors exhibit the highest level of professional objectivity in gathering, evaluating and communicating information about the activity or process being examined. State Quality Monitors make a balanced assessment of all the relevant circumstances and are not unduly influenced by their own interests or by others in forming judgments
- **Confidentiality:** State Quality Monitors respect the value and ownership of information they receive and do not disclose information without appropriate authority unless there is a legal or professional obligation to do so.
- **Competency:** State Quality Monitors apply the knowledge, skills and experience needed in the performance of independent quality monitoring services.

## **RULES OF CONDUCT:**

### **1. Integrity:**

State Quality Monitors:

- 1.1. Shall perform their work with honesty, diligence and responsibility.
- 1.2. Shall observe the law and make disclosures expected by the law and the profession.
- 1.3. Shall not knowingly be a party to any illegal activity or engage in acts that are discreditable to the profession or to the organization for which the SQM is working.
- 1.4. Shall respect and contribute to the legitimate and ethical objectives of the organization for which SQM is working.

### **2. Objectivity**

State Quality Monitors:

- 2.1. Shall not participate in any activity or relationship that may impair or be presumed to impair their unbiased assessment. This participation includes those activities or relationships that may be in conflict with the interests of the organization and the programme for which the SQM is working.
- 2.2. Shall not accept anything that may impair or be presumed to impair their professional judgment.
- 2.3. Shall disclose all material facts known to them that, if not disclosed, may distort the reporting of activities under review.
- 2.4. Shall endeavor in guiding the executing machinery on correct technical procedures in Rural Road building.

**3. Confidentiality**

State Quality Monitors:

- 3.1 Shall be prudent in the use and protection of information acquired in the course of their duties.
- 3.2 Shall not use information for any personal gain or in any manner that would be contrary to the law or detrimental to the legitimate and ethical objectives of the organization or the programme for which the SQM is working.

**4. Competency**

State Quality Monitors:

- 4.1. Shall engage only in those services for which they have the necessary knowledge, skills, and experience.
- 4.2. Shall perform independent quality monitoring in accordance with the provision in TOR.
- 4.1 Shall continually improve their proficiency and the effectiveness and quality of their services.

**I, ..... hereby give my acceptance to the Code of Conduct to work as State Quality Monitor.**

Signature.....

Name.....

Address.....

.....

.....

Contact No.....

## **SPECIAL CONDITIONS OF AGREEMENT (SC)**

## SPECIAL CONDITIONS OF AGREEMENT (SC)

### **Number of Amendments of, and Supplements to, Clauses in the GC Clause General Conditions of Agreement.**

- 2.1** The agreement shall come into force and effect on date order to commence services is issued by Agency.
- 2.2** The time period shall be 30 days unless any other time period parties may agree in writing.
- 2.3** The time period shall be 30 days unless any other time period parties may agree in writing.
- 2.4** The time period shall be .....months unless any other time period parties may agree in writing.
- 3.9** The Consultant shall not use these documents for purposes nrelated to this agreement without the prior written approval of the Agency.
- 4.6** "The person designated as LSQM in TOR shall serve in that capacity, as specified in Clause GC 4.6".
- 6.4 (a)** The following provisions shall apply to the advance payment and the advance payment guarantee:
- (1)** An advance payment shall be made within 30 days after receipt of advance payment guarantee. The advance payment will be set off by the Agency in 8 equal monthly installments against the payments of the service;
  - (2)** The bank guarantee shall be for the period of agreement for the amount to be paid as advance payment.
- 10.** The Competent Authority for the purpose of this Clause shall be follows (details of Competent Authority with power).

APPENDICES

FORM OF BANK GUARANTEE AS BID GUARANTEE

To:

P. ANJANA DEVI  
CHIEF ENGINEER  
JSRRDA, 2<sup>ND</sup> FLOOR,  
F.F.P BUILDING,  
DHURWA,RANCHI – 834004

Dear Sir(s)

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") intends to submit his Bid dated \_\_\_\_\_ [date] for the Project Implementation Consultant for PMGSY Consultancy Package ID No \_\_\_\_\_ (name of Package) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these present that We \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of place] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of the State Nodal Agency] (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>(1)</sup> for which payment well and truly to be made to the said Employer the Bank bids itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

THESE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in Section 2 instructions to Consultants; or
- (2) If the Bidder being directed by the Employer during the period of Bid validity; or
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Consultants, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Consultants; or
  - (c) Does not accept the correction of the Bid Price pursuant to Clause 8 of the Instruction to Consultant.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without demure and without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ (2) days after the deadline for submission of Bids as such deadline is stated in the Instructions to Consultants or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[Signature, name and address]

- 1 The Bidder should insert the amount of the guarantee in words and figures. This figure should be the same as shown in Clause 1.9 of the Instructions to Consultants.
- 2 30 days after the end of the validity period of the Bid. The Agency should insert date before the Bidding documents are issued.

**Note 1:** The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

**Note 2:** The bank guarantee shall be from a Scheduled or Institutional Bank.

\*An amount shall be inserted by the bank representing the amount of the Advance payment.

### Appendix III

#### FORM OF BANK GUARANTEE (UNCONDITIONAL) FROM A SCHEDULED BANK FOR ADVANCE PAYMENT

(To be stamped in accordance with the Stamp Act, if any)

To:

P. ANJANA DEVI  
CHIEF ENGINEER  
JSRRDA, 2<sup>ND</sup> FLOOR,  
F.F.P BUILDING,  
DHURWA,RANCHI - 834004

..... (Name of Consultant)

Gentlemen:

In accordance with the provisions of the General Conditions of Agreement, Clause 6.5(a) ("Mode of Billing and Payment") of the above-mentioned Contract,..... (Name and Address of Consultant) (hereinafter called "the Consultant") shall deposit with JSRRDA a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in a amount of ..... (amount of guarantee).  
.....(in words).

We, the .....(bank of financial institution), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee to as primary obligator and not as Surety merely, the payment to JSRRDA on his first demand without whatsoever right of objection on our part and without his first claim to the Consultant, in the amount not exceeding .....(amount of guarantee) .....(in words).

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between JSRRDA and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until JSRRDA receives full repayment of the same amount from the Consultant.

Yours truly,

Signature and seal: .....  
Name of Bank/ Financial Institution.....  
Address: .....

Date: .....

## **Appendix III A**

List of holidays as approved by State Govt. of Jharkhand is applicable and working hours for office shall be State Govt. offices working hours.

**Appendix: II**

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

Dear Sir(s)

WHEREAS \_\_\_\_\_ [name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provide Consultancy services for the Project [brief description of Works] (hereinafter called "the Contract") AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of Rs. \_\_\_\_\_ [amount of guarantee] (\*) \_\_\_\_\_ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] (\*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said amount from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Consultancy Services to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until entire duration of the consultancy period plus 6 months (i.e.) 1 year 6 months from the date of agreement of consultancy services.

Signature and Seal \_\_\_\_\_  
Name of Bank/Financial Institution \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract.

Note 1 : The stamp papers of appropriate value shall be purchased in the name of Bank that issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

\* An amount shall be inserted by the bank representing the amount of the performance security.