

**JHARKHAND STATE POLLUTION CONTROL BOARD,  
RANCHI**



**INVITES**

**NOTICE INVITING TENDERS (NIT) FOR ENGAGING PSUs**

**AS**

**PROJECT MANAGEMENT CONSULTANT**

**FOR**

**CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU**

**Last Date and Time of submission: 06.01.2026 up to 06:00 Hours**

**NAME OF THE  
APPLICANT / FIRM:**

**ADDRESS:**

**Application Documents to be submitted to: -**

The Member Secretary,  
Jharkhand Pollution Control Board,  
T.A Division Building, HEC Complex,  
Dhurwa, Ranchi- 834004



**JHARKHAND STATE POLLUTION CONTROL BOARD**  
TOWNSHIP ADMINISTRATION BUILDING, HEC, Complex, Dhurwa, Ranchi 834004  
Telephone: 0651- 2400850 (FAX)/2400851, 2400852, 2401847, 2400979, 2400139

**TENDER ID: JSPCB/Build/ HQ/01/ 2025**

**NOTICE OF INVITATION OF EXPRESSION OF INTEREST FROM PSU AS  
PROJECT MANAGEMENT CONSULTANT (PMC)**

JHARKHAND STATE POLLUTION CONTROL BOARD invites Expression of Interest (EOI) from reputed and experienced Project Management Consultant for Construction of state of Art Office Building (Stilt Plus Five Storeys) of Head Quarter Near Indian Institute of Management, Greater Ranchi & a Building at Tupudana Industrial Area and Regional Office Building (Three Stories) At Five (5) Regional Offices Cum Laboratory, Tupudana Industrial Area Ranchi, Jamshedpur, Dhanbad, Dumka, Hazaribagh & Palamu.

The prequalification/eligibility criteria, scope of the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be Downloaded from department website under tender news from **18.12.2025 to 06.01.2026 up to 06:00 PM.**

Interested parties complying prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office latest by **06.00 PM** 06.01.2026. Applications received after Last date and time prescribed will not be entertained. The JHARKHAND STATE POLLUTION CONTROL BOARD reserves its rights to accept any or to reject any or all applications without assigning reasons thereof and no correspondence shall be entertained in this regard.

Sd/-  
**(Rajeev Lochan Bakshi)**  
Member Secretary



**JHARKHAND STATE POLLUTION CONTROL BOARD**  
TOWNSHIP ADMINISTRATION BUILDING, HEC, Complex, Dhurwa, Ranchi 834004  
Telephone: 0651- 2400850 (FAX)/2400851, 2400852, 2401847, 2400979, 2400139

Ref. No.....

Ranchi, Dated.....

**NOTICE INVITING EOI**

**JHARKHAND STATE POLLUTION CONTROL BOARD** is a Statutory Body constituted under section 4 of the Water (Prevention and Control of Pollution) Act, 1974 invites bid offer for & Procurement of Lumpsum Service Charges\* on percentage basis from eligible Central/ State/ Public Sector Undertaking (PSU)/ Autonomous Bodies as Project Management Consultants (PMC) for Construction of Head Quarter near Indian Institute of Management, Greater Ranchi & Tupudana Industrial Area and five (5) Regional Offices cum Laboratory at, Jamshedpur, Dhanbad, Dumka, Hazaribagh and Palamu covered under the Rule133(3) of General Financial Rules-2017 (GFR-2017).

Sl. No.	Particulars	Details
1.	Name of work	Appointment of Project Management Consultants (PMC) for Construction Head Quarter Near Indian Institute of Management, Greater Ranchi & a Building at Tupudana Industrial Area and Regional Office Building (Three Stories) At Five (5) Regional Offices Cum Laboratory, Tupudana Industrial Area Ranchi, Jamshedpur, Dhanbad, Dumka, Hazaribagh & Palamu. (The nos. may change as per requirement.)
2.	Nature of Work	Project Management Consultancy Services (PMC)
3.	Total Time allowed for completion of the Project	24 months from the date of work order to the agency
4.	Estimated cost of the project	Approximately Rs. 50 Crores
5.	Availability of EOI documents	Available on website <a href="https://jspcb.org.in/">https://jspcb.org.in/</a> from 18.12.2025 to 06.01.2026
6.	Address for submission of EOI	Hard copy of the document to be submitted in the office of the Member Secretary, Jharkhand State Pollution Control Board,

		T.A. Division, HEC Complex, Dhurwa Ranchi- 834002 (JH)
7.	Date of holding pre-bid meeting	26.12.2025 at 3.00 PM at address mentioned above
8.	Last date for submission of pre-bid queries, if any, by the BIDDERS	24.12.2025 by 06.00 PM
9.	Last date & time for submission of Technical Bid along with price bid separate bid for two location Ranchi i.e. Tupudana & near Indian Institute of Management, Greater Ranchi and one price bid for other location. (in sealed cover).	06.01.2026 by 06:00 PM
10.	Date and Time of opening of Technical Bid.	09.01.2026 by 03:30 PM
11.	Opening of price bid	After completion of presentation from shortlisted PMC.

**Conditional proposals are liable for disqualification.**

- i. The JHARKHAND STATE POLLUTION CONTROL BOARD reserves the right to accept any or to reject any or all the applications, either in whole or in part without assigning any reason(s) therefor and no correspondence shall be entertained in this regard.  
In case, date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- ii. The shortlisted PMC Firms/Individual shall be invited for presentation and date shall be intimated by JHARKHAND STATE POLLUTION CONTROL BOARD after the scrutiny of Technical Bid.
- iii. For any clarifications please contact office of the Member Secretary, Jharkhand State Pollution Control Board, T.A. Division, HEC Complex, Dhurwa Ranchi- 834002 (JH) through Email: [ranchijspcb@gmail.com](mailto:ranchijspcb@gmail.com) from 11:00 A.M. on 17.12.2025 in the following format:

S. No	Clause No. of the Bid Document	Page no	Query/Clarification sought

- iv. Pre-Bid meeting will be held at 3.00 PM on 26.12.2025 in the office of the Member Secretary, Jharkhand State Pollution Control Board, T.A. Division, HEC Complex, Dhurwa Ranchi- 834002 (JH).
- v. All efforts will be made to furnish clarification during the pre-bid meeting. In exceptional cases, the clarification will be furnished subsequently. In both cases, the minutes of the pre-bid meeting containing clarifications shall be published on the CLIENT's website only.
- vi. Any clarifications issued by the CLIENT shall be an integral part of this document and shall amount to an amendment to the relevant clauses of this document, wherever required.
- vii. Interested PMC Firms/Individuals fulfilling prescribed eligibility criteria are hereby invited and requested to ensure submission of their Proposals in the prescribed format with supporting documents to the Member Secretary, Jharkhand State Pollution Control Board, T.A. Division, HEC Complex, Dhurwa Ranchi- 834002 (JH). by 6.00 PM on 06.01.2026.
- viii. The PMCs are advised to submit the complete set of documents in properly spiral bounded form. The applications received in loose sheets shall be summarily disqualified.

Sd/-  
**(Rajeev Lochan Bakshi)**  
**Member Secretary**

**1. Disclaimer**

- 1.1. The information contained in this EOI document or information provided subsequently to PMCs whether verbally or in documentary form/email by or on behalf of State of India, is subject to the terms and conditions set out in this EOI document.
- 1.2. This EOI is not an offer by JHARKHAND STATE POLLUTION CONTROL BOARD, but an invitation to receive responses from the eligible PMCs. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of

JHARKHAND STATE POLLUTION CONTROL BOARD with the selected PMCs.

- 1.3. The purpose of this EOI is to provide the PMC(s) with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each PMC may require. Each PMC should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advice/clarifications. JHARKHAND STATE POLLUTION CONTROL BOARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- 1.4. The JHARKHAND STATE POLLUTION CONTROL BOARD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any PMC under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 1.5. The JHARKHAND STATE POLLUTION CONTROL BOARD also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any PMC upon the statements contained in this EOI.
- 1.6. The issue of this EOI does not imply that the JHARKHAND STATE POLLUTION CONTROL BOARD is bound to select a PMC for the Project and the JHARKHAND STATE POLLUTION CONTROL BOARD reserves the right to reject all or any of the PMCs or Bids without assigning any reason whatsoever.
- 1.7. The PMC is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the PMC's risk and may result in rejection of the Bid.

## **INSTRUCTIONS TO PERSPECTIVE PROJECT MANAGEMENT CONSULTANTS (PMC)**

### **1. Scope of work:**

PMC Services to render Project Management Consultancy Services for Construction of Head Quarter near Indian Institute of Management, Greater Ranchi & a Building at Tupudana Industrial Area, Ranchi and five (5) Regional Offices cum Laboratory at, Jamshedpur, Dhanbad, Dumka, Hazaribagh and Palamu. Department propose to construct the following: -

1. Head Quarter Building: Stilt Plus Five Storeys with approx. total built up area of 1,00,000 sqft.
2. Five (05) Regional Office cum Laboratory Buildings: Three Storey with approx. built up area of 25,000 sqft. The ground floor will be for the Regional Office, 1<sup>st</sup> floor for the laboratory and the third floor is for quarter/ rest rooms.

### **1.2 Site and its location:**

The bidder may seek information pertaining to the site location and area from the office of the JSPCB.

### **The bidder may the seek the information**

### **2. EOI documents:**

**2.1** The work has to be carried out strictly according to the conditions stipulated in the EOI consisting of the following documents and the most workmen like manner.

- Instructions to Perspective PMC's
- General conditions of Contract
- Price Bid

**2.2** The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a. Price Bid
- b. Addendums (if any)
- c. General conditions of contract
- d. Instructions to Perspective PMC

**2.3** The tender documents are not transferable.

### **3. Site Visit:**

The PMC are advised to obtain all necessary information to participate in this EOI at their

own responsibility and cost before entering a contract for the project. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

**4. Signing of contract Documents:**

The selected PMC shall be bound to enter into an agreement in the format as may be prescribed by the Client, within 15 days from the date of receipt of intimation of acceptance of their proposal by the JHARKHAND STATE POLLUTION CONTROL BOARD. However, the written acceptance of the offer from the JHARKHAND STATE POLLUTION CONTROL BOARD will constitute a binding agreement between the Client and successful PMC whether such formal agreement is subsequently entered into or not.

**4.1 Completion Period:**

Time is essence of the contract. The Project has to be completed in all respect & in accordance with the terms of contract within a period of **24 months** from the date of award of work to PMC

**5. Validity of Price Bid:**

Design Proposals shall remain valid and open for acceptance for a period of 360 days from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily disqualified without notice and no correspondence shall be entertained in this regard.

**6. Price Bid shall be opened only of those shortlisted PMCs who will participate in the proposed presentation proving their technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Clients/Public limited (Listed) Company.**

**7. All the PMCs shall be bound to accept and sign the “Integrity Pact” as per attached “Annexure J”. The Application/EOI of the PMCs not submitting the Integrity Pact as per prescribed format shall be summarily disqualified and no correspondence shall be entertained in this regard.**

**8. Joint Venture / Consortium shall not be allowed, and Prospective PMC should meet the mentioned Eligibility criteria themselves.**

## GENERAL CONDITIONS OF CONTRACT

### **1. Definitions: -**

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between JHARKHAND STATE POLLUTION CONTROL BOARD and PMC, together with the documents referred there in including these conditions and instructions issued from time to time by the Client and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
  - a) 'JHARKHAND STATE POLLUTION CONTROL BOARD' shall mean Ranchi, Jharkhand.
  - b) 'The PMC' shall mean the individual or firm or company selected and engaged for undertaking the project as PMC and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.
2. The PMC must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing/execution of Civil, Landscaping work, Electrical (HT/LT), Plumbing, Air-Conditioning, Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Public Address System, Fire & Safety Systems and integrating it with Building Management System), Green Building features, Rain water Harvesting, Interior Works, Furniture and all essential and ancillary works/services required for construction and completion of a Commercial, Residential & Institutional buildings.
3. **Eligibility criteria:**
  - i. Minimum 7 years' experience as a PMC as on 30.11.2025. The experience should include all design & consultancy services for buildings such as architectural, structural, engineering, Interior and Furnishing and all internal and external services such as electrical, AC,

plumbing, HVAC, MEP, water supply, soil and storm water drainage, lifts, firefighting, horticulture, EPABX / Networking, solar, gymnasium, parking, rainwater harvesting, sewage treatment plant, recycling of wastewater etc.

ii. The PMC should have rendered satisfactory professional services in planning, designing & supervision of similar high-rise building construction projects including Civil & Electrical, from inception to completion stage for:

(a) One similar assignment with a project construction completion cost is **80% of the estimated cost** (excluding GST)

Or

(b) Two similar assignments with a project construction completion cost is **60% of the estimated cost** (excluding GST);

Or

(c) Three similar assignments with a project construction completion cost is **40% of the estimated cost** (excluding GST)

During last 7 years ending on 30.11.2025. These building projects should be commercial/ residential/ institutional building projects.

“Similar Work” under this clause means Planning, Designing and Supervision of Construction of Commercial / Residential / Institutional High-Rise buildings including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Clients/ Listed companies during last 7 years as on 30.11.2025”. The information must be supported with the copies of Work Order, Satisfactory Completion Certificate, proof of payment /Form 26 AS etc.

iii. The PMC should preferably have a full-fledged office in Ranchi, Jharkhand and should have adequate number of qualified Chief Architects, Engineers, specialists, and other personnel on the payroll / establishment of the company and should also have tie up arrangements

with reputed registered and licensed services, Architect firms, Electrical consultants, Air- conditioning consultant etc.

- iv.** Financial status, Balance sheet, Profit and Loss Account for last three years.
- v.** The A tenderer shall produce annual turnover on works of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years should be at least 30% of the estimated cost.
- vi.** The PMC/ firm satisfying the prescribed eligibility criteria shall only become eligible to bid. Clear supporting evidences like photographs, certificates, documents etc. should be submitted with the bid.
- vii.** The PMC/ firm should have their local / Branch Office in Ranchi, Jharkhand (documentary evidence to be submitted) with adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects in Ranchi, Jharkhand.
- viii.** The PMC/ firm shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which in house expertise is not available with them within the professional fee agreed and payable to them. The PMC/ firm will be liable for ownership of drawings and documents.
- ix.** The PMC/ firm should have qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the JHARKHAND STATE POLLUTION CONTROL BOARD.
- x.** The PMC should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this EOI.
- xi.** The PMC should have a valid GST Registration Certificate and PAN with latest Income Tax Return filed. Copies of supporting documents to be attached.
- xii.** The PMC Firm should have been in the field of Project Management

Consultancy and should have minimum 7 years' experience as on 30.11.2025 and have been registered as consultant in any Government/ Semi Government Department. Firms registered for multiple activities need not apply.

**xiii.** However, merely fulfilling the prescribed eligibility criteria shall not entitle the PMC for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of PMC for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.

**xiv.** Copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund.

**xv.**

**4.** The objective of this EOI is to identify reputed PMC Firm for setting up of the Construction of Office building.

**5. Submission of bids:**

**i.** The Proposal shall be submitted as under:

Technical Bid comprising of this tender document with all annexures duly filled in along with copies of the authentic supporting documents superscribing on top “EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT+ FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”

**ii.** The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both the envelope in envelope -3) shall be submitted in the office of

JHARKHAND STATE POLLUTION CONTROL BOARD  
Ranchi, Jharkhand on all working days from **18.12.2025 to 06.01.2026 up to 06:00 PM.**

- iii. The certified/self-attested copies of the supporting documents mentioned in above mentioned formats shall be furnished along with the technical bid.
- iv. All Annexures shall be duly signed by the firm with stamp on each page.

**6. Evaluation of Proposals for Shortlisting:**

- a) The Sealed Cover containing Technical Bid along of all the PMCs will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per “ANNEXURE B”.
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly PMCs fulfilling the various criteria shall be shortlisted.
- c) Maximum 3 to 4 PMC Firms scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee.
- d) The JHARKHAND STATE POLLUTION CONTROL BOARD may enquire from the Client department of the bidders with the inspection of the completed projects if required, confidentially prior to shortlisting and inviting for presentation for the project.
- e) All shortlisted PMC shall be advised to submit their techno-commercial offer and detailed presentation by the eligible BIDDERS will be held on the date and venue intimated to the concerned BIDDERS. The presentation will be part of technical bid and will be evaluated accordingly. Presentation shall broadly include as per the annexure B:
  - i. Past project with focus on special features
  - ii. Quality aspect along with some photos
  - iii. Special management techniques that might have been used to execute the project speedily and with initial budget cost.
  - iv. Typical project schedule of past projects of similar nature

(preferably qualifying projects)

**Project management approach for this project**

- v. Work plan including time schedule.
  - vi. Quality assurance HSE /Risk System
  - vii. Project organization
  - viii. Responsibility of key personal
  - ix. Overall Presentation, Interpretation of presentation Concept, Interaction on concept and response to queries of the committee members
  - x. Technical approach and Methodology towards this project with respect to the nature of technology, structure, orientation, kind of finish, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea if technology/ PEB /Modular construction.
- f) The PMC submitting the requisite papers/ documents/drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by the JHARKHAND STATE POLLUTION CONTROL BOARD.
- g) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the PMCs and shortlist the PMCs as per the laid down criteria. The decision of the Committee shall be final and binding on the PMCs.
- h) The Price/Commercial Bid of only to those PMCs shall be opened who will participate in the Presentation.
- i) The Technical Bid and Commercial/Price Bid will have weightage of 70 and 30 marks respectively.

**7. Presentation:**

- a) PMCs shortlisted for participating in presentation will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the committee on the date to be advised by intimated JHARKHAND STATE POLLUTION CONTROL BOARD separately.
- b) Each PMC will be given about 15 to 20 minutes time for making

presentation. After presentation the committee members will interact with the PMC to understand presentation.

- c) To participate in design competition, the PMCs will have to attend the event on their own expenses.
  - d) The exact timing of start of time slot shall be intimated to PMCs separately.
  - e) The presentation (design) brief can be seen in scope of work for the project.
- 8.** Based on the presentation proposal, their capability and capacity shall be judged and rated by the competent committee of JHARKHAND STATE POLLUTION CONTROL BOARD including two independent external members on various Parameters and marking matrix as per **ANNEXURE - B** for the purpose.

**9. Financial bid**

- a) The perspective PMC are required to submit their price bid in the specified format as per Annexure 'H' in separate sealed Envelope.
- b) The Price/Commercial Bid of only those PMC shall be opened/entertained who will participate in the Technical Presentation against Specific Invitation from JHARKHAND STATE POLLUTION CONTROL BOARD.
- c) The price Bid shall be opened only after successful completion of the Technical scrutiny, Presentation and its Evaluation by the Competent Committee.

**10. Professional Fee:**

While the professional fee for the project, the PMC are as advised to consider the following:

- i. The PMCs are required to quote professional fee (excluding GST) for the Project Management Consultancy Services in the Price Bid.
- ii. The total professional Fee (i.e., Fee towards PMC) can be quoted by the perspective PMCs within following limits: -
  - (a) No professional fee shall be payable to the perspective PMC's for the bought-out items which are directly procured by the JHARKHAND STATE POLLUTION CONTROL BOARD.
  - (b) The selected PMC shall undertake to permit JHARKHAND STATE POLLUTION CONTROL BOARD for deductions of the following sums from the total fee becomes payable to them

for the project as per the Fee structure and rate approved and accepted by the Client: -

iii. Deduction on account of TDS & GST TDS as per applicable rules of Government.

**11. Award of Contract:**

- a) The firm which obtains highest marks (obtained in technical and commercial bid put together) will be decided as the prospective PMC for further decision on awarding of contract.
- b) JHARKHAND STATE POLLUTION CONTROL BOARD may reject any/all the bids received without assigning any reason whatsoever.
- c) Validity period of bid: 360 days shall be the validity period of bid from the date of opening of Price/Commercial Bid.

**12.** On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days from the date of issuance of the letter.

**13.** If the performance of the PMC at any stage of the project is not found satisfactory or in against the interest of the Client, the JHARKHAND STATE POLLUTION CONTROL BOARD shall have the right to terminate the agreement by giving one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.

**14.** JHARKHAND STATE POLLUTION CONTROL BOARD will have right to change scheduled date of any event. Revised date will be displayed on JSPCB website or communicated separately.

**15.** Any corrigendum in this EOI shall be intimated through announcement at JSPCB's website or through registered email only. The prospective PMCs are requested to peruse Procurement News section of our Client's website on time to time till the process of selection of JSPCB's PMC is final.

**16.** Officials of JHARKHAND STATE POLLUTION CONTROL BOARD/ Client may visit office of the PMC, sites of project completed by PMC and office of those clients to verify information submitted by PMC in technical

bid. In case it is found that PMC has submitted misleading information in technical bid, the candidature of such PMC(s) will be rejected. JHARKHAND STATE POLLUTION CONTROL BOARD will have discretion to seek confidential report from previous clients of the PMC and in case of any negative report/feedback, the JHARKHAND STATE POLLUTION CONTROL BOARD may take action as deemed fit.

**17. Scope of services:**

JHARKHAND STATE POLLUTION CONTROL BOARD proposes to engage services of Project Management Consultant for CONSTRUCTION OF STATE OF ART BUILDING (STILT+ FIVE STOREYS) Office Building (Stilt Plus Five Storeys) Of Head Quarter Near Indian Institute Of Management, Greater Ranchi & Building At Tupudana Industrial Area, Ranchi And Regional Office Building (Three Stories) At Five (5) Regional Offices Cum Laboratory, Jamshedpur, Dhanbad, Dumka, Hazaribagh And Palamu. This will be a 'State of Art' design having all modern amenities and will comply / have features of 'Green' and Energy Efficient Building/ Net Zero Building.

17.1 JHARKHAND STATE POLLUTION CONTROL BOARD intends to commence and complete the works in all respects viz. ready for occupation within a maximum time span of **24 months** from the date of work order. The proposed PMC will take up all further necessary work on the project obtaining Municipal and other mandatory permissions local by-laws, NOCs, occupation / completion certificate required to be obtained from the local Authorities viz. Ranchi, Jharkhand Municipal Corporation, Municipal Corporations, Town & Country Planning Department/AAI/ Fire Department and any other State / Central Government / Statutory authorities etc. as applicable including obtaining occupation and completion certificate from Ranchi, Jharkhand Municipal Corporation / Govt. authorities within the specified time frame.

17.2 The time is the essence of the contract, and the duties of the PMC will be governed by the standard agreement (sample of proposed agreement can be inspected at this office during Office hours) to be executed with JHARKHAND STATE POLLUTION CONTROL

BOARD by the successful PMC.

**17.3 The role and responsibilities of the PMC will broadly include:**

**a) Pre-construction Stage**

**i. Preparation of Preliminary Desi Architectural drawing and Estimate**

PMC shall arrange to prepare the preliminary **Architectural** drawings and designs based on the Client's requirement and in accordance to the local municipal by-laws which will be baseline for the contractor to develop detailed architectural drawings. Based on the conceptual design, PMC shall work out the block estimate for the project based on the CPWD Plinth Area Rate.

**ii. Preparation of Tender documents for Selection of EPC Contractor**

PMC shall prepare comprehensive EOI/ tender documents, including technical specifications, eligibility criteria and evaluation methodology complying CVC guidelines, incorporating clauses for integrity pact, transparency and complying all NBC norms / CPWD manuals etc.

**iii. Bid Evaluation and Selection**

- Provide technical assistance in the evaluation of bids received for the selection of EPC contractor.
- Prepare, develop suitable format or modify the available format, scope of work and submission requirements for the design competition / presentation.
- Conduct design presentation /competition as part of the tender evaluation criteria.
- Develop evaluation criteria and weightage for the Quality & Cost Based Selection (QCBS) selection including various aspects like experience, innovation, design, suitability, aesthetics, compliance with project requirements, etc.

- Technical bid scrutiny based on the evaluation strategy stated in the tender documents.
- Preparation of the comparative statements and recommending the most suitable bidder (QCBS based).
- Submitting the project technical report based on the successful bidder & recommending to the Client for financial sanction.

**b) Pre-construction Stage post selection of EPC contractor (L-1)**

**i. Issuing the Letter of Intent (LOI)**

The PMC has to arrange for issuing LOI to the successful bidders including followings: -

- a. Project details
- b. Intent to Award subject to fulfillment of specified preconditions.
- c. Contract Value
- d. Design and Scope obligations
- e. List of conditions to be fulfilled before award of Work and formal contract signing such as Submission of ASD (Additional Security Deposit) & ISD (Initial Security Deposit), Finalization of detailed designs, MEP etc
- f. Project timeframe including key milestones.

**ii. Design review and Validation**

- a. Review the detailed design prepared by the L-1 EPC contractor to ensure it meets the tender specifications, regulatory requirements and applicable quality standards.
- b. Validate the structural, architectural and MEP (mechanical, electrical, plumbing) designs ensuring the constructability and value engineering.
- c. PMC shall ensure that the Contractor's designs align

with the technical specifications and Client's requirements as outlined in the tender.

- d. Recommend necessary modifications in consultation with the user department and concerned project engineer from the Client, within a defined timeframe.

**iii. Planning and Scheduling**

- a. Validate the overall project schedule submitted by the L-1 EPC contractor.
- b. Develop a detailed project management plan including risk assessment and mitigation strategies.

**iv. Issuing Work Order to the L-1 Contractor**

- a. Issuing work order subject to fulfillment of all mandatory requirements as stipulated in LOI including obtaining all necessary statutory approvals, permissions from local authorities for architectural drawings, fire NOC, Third party vetting of structural designs etc by the EPC contractor. PMC shall be responsible for checking the structural designs prepared by Architect. The designs can be proof checked through a third party like IIT/NIT or other reputed engineering colleges.

**c) Broad Scope of Work during Construction Phase**

- i. Construction supervision and Monitoring
  - ii. Quality Assurance and Control
  - iii. Coordination among all stakeholders
  - iv. Reporting & MOM (Minutes of Meeting)
  - v. Measurement of executed quantities
  - vi. Verification of bills and its recommendations to the department.
- (i) The PMC will support to EPC L-1 contractor on behalf of the Client for obtaining all required approvals, NOCs, building permission / commencement certificate / Building / Municipal Permission from the Ranchi, Jharkhand Municipal Authority /

local Municipal Corporation, Town & Country Planning department, Aviation, State Electricity Board, Electrical Inspector, Lifts/Elevators Inspectors/CEA/CPCB/ Fire department and any other Govt. / Statutory Authorities for commencing of the project , building completion / Occupation Certification and any other permission as applicable for establishment. However, all such building permissions shall be procured by the L-1 EPC contractor in a time bound manner as per the agreement with the Client.

- (ii) The responsibility for liaising with all Govt. departments/authorities responsible for issuance of such mandatory permissions shall remain within the scope of services of the L-1 EPC contractor within their contract value and no extra charges toward liaising etc. shall be payable for the same except reimbursement of fee payable against production of receipt /challans in respect of deposits made with the competent authorities, if any.
- (iii) Scrutiny of detailed design of all internal and external services such as electrical, AC, plumbing, water supply, lifts, firefighting / horticulture, EPABX / Networking, Building Management System, rainwater harvesting etc. submitted by EPC Contractor.
- (iv) Most of the features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages.
- (v) Preparation of 2/3 alternatives for 3D view / elevation / its 3D presentation of Visual Walk Through for its approval by JHARKHAND STATE POLLUTION CONTROL BOARD.
- (vi) Submitting PERT CHART / Bar Chart through Project management Software (MS Project/Primavera) incorporating all the activities required for the completion of the project well in time.

- (vii) Preparation of block estimates as per CPWD PAR, draft tenders and advising panel of EPC contractor to JHARKHAND STATE POLLUTION CONTROL BOARD.
- (viii) Preparing documents for pre-qualification and empanelment of EPC contractor, scrutinizing prequalification applications, submitting recommendations for prequalification of EPC contractor for the project after inspection of work sites/office of various shortlisted PMCs and extending all assistance to the JHARKHAND STATE POLLUTION CONTROL BOARD in finalizing the list of qualified EPC Contractor by following elaborate procedure / norms laid down as per CVC guidelines.
- (ix) Preparing detailed tender documents/notices for various trades including Articles of agreement, special conditions, general conditions of contract, tentative specifications, bill of quantities (BOQ), time and progress charts, etc. and seeking approval for the same from JHARKHAND STATE POLLUTION CONTROL BOARD based on approved estimates by JHARKHAND STATE POLLUTION CONTROL BOARD.
- (x) Calling of competitive tenders each trade-wise at appropriate time from the qualified EPC contractor. Required sets of tender documents will have to be prepared by the PMC themselves at no extra cost to JHARKHAND STATE POLLUTION CONTROL BOARD.
- (xi) Detailed scrutiny of the tender received including preparation of the comparative statement etc. and submission of recommendations for acceptance or otherwise, of the tender of successful PMC, placing of work order etc.
- (xii) Complete role of Project Management Consultancy (PMC) will also be played to ensure both qualitative and quantitative aspects of the project and would include day to day supervision of work through a team of various experienced Engineers led by a Project Manager to be posted at the site

(within the professional fee mutually agreed only) and who will be overall responsible for smooth and timely completion of all works within the agreed time schedule without cost overruns barring exceptional circumstances beyond the control of the PMC.

(xiii) The PMC work will broadly include quality control during execution of project recording of measurements, verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, maintaining various registers as per CVC/ Client's guidelines at site, preparation of bar chart, CPM networks and its updating for monitoring progress etc. The collection of samples of various materials is being used at the site and arranging for its testing through approved laboratories / institutes will have to be done and proper record / registers need to be maintained at site. PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall make provisions in the tender documents for third party test of materials and any equipment (preferably from a Government Institute like IIT/NIT or any Reputed Engineering college recommended by the client). The cost of such third party tests shall be reimbursed to the contractor as per actuals, only, if the test results are within the acceptable parameters.

(xiv) Ensuring day to day supervision of works, recording measurements, ensuring daily check on quality and specifications of the work being executed, ensuring on site / laboratory testing of materials as per contractual provisions and maintaining record thereof, ensuring compliance with all other standards etc. by deploying One Project Manager, One full time Resident Civil Engineer In-charge, One full time Civil Engineer for supervision, One full time Electrical Engineer and One full time Safety Engineer at site (engineering graduates of civil & engineering graduates of electrical branch with minimum 5-15

years of site experience) for all works and services at their own cost within the fee payable.

- (xv) Conducting thorough scrutiny and certification of EPC contractor's bills/stage wise payment of EPC contractor including on site verification of 100% measurement for its correctness besides certifying execution of quality work strictly as per tender specifications, issuing periodical recommendations and certificates for payments to enable JHARKHAND STATE POLLUTION CONTROL BOARD to make payments to the EPC contractor and adjustments of all accounts between the EPC contractor and the JHARKHAND STATE POLLUTION CONTROL BOARD.
- (xvi) The PMC shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the PMC to check the measurements of various items to the extent of 100% of each item of work claimed, in each running bill.
- (xvii) The effective communication between various agencies / vendors contractors will have to be ensured by the PMC. The problems / hindrances / bottlenecks need to be sorted out/ Removed by arranging site meetings of all concerned including employer (JHARKHAND STATE POLLUTION CONTROL BOARD) and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.
- (xviii) During the defect liability period carrying out periodical inspection along with representatives of JHARKHAND STATE POLLUTION CONTROL BOARD/ JHARKHAND STATE POLLUTION CONTROL BOARD and contractor, preparation of defects list and arrange for its rectification from contractor.
- (xix) To advise EPC Contractor for Preparation of 'As Built' drawings including those for all services and 2 sets of such drawings laminate and in the form of a CD/pen drive/hard drive

(soft copy) will have to be prepared and submitted to JHARKHAND STATE POLLUTION CONTROL BOARD.

- (xx) The Client's project comes under Technical Audit by the Chief Technical Examiner's (CTE) Organization of Central Vigilance Commission. The PMC will assist the Client in submission of reply to CTE's queries, if any and compliance of their observations.
- (xxi) They shall perform all the services and discharge the obligations with due diligence, efficiency and economy in accordance with the generally accepted professional standards and practices.
- (xxii) The PMC shall act as faithful advisor and shall at all time support and safeguard legitimate interests of the JHARKHAND STATE POLLUTION CONTROL BOARD.
- (xxiii) The PMC shall not accept any commission, discount etc. in connection with the activities to benefit himself.
- (xxiv) All the activities mentioned in the scope of work shall be carried out in consultation with and approval of JHARKHAND STATE POLLUTION CONTROL BOARD team.
- (xxv) The PMC shall assist the employer in sending suitable replies to queries raised by CTE's/IEMS.
- (xxvi) The list of duties mentioned above is only indicative and the PMC will have to assume full responsibility for timely completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of JHARKHAND STATE POLLUTION CONTROL BOARD and guidelines of CVC in an open and transparent manner to the satisfaction of the Client and towards achieving this goal whatever is required to be done will have to be arranged by the consulting firm with the approval of JHARKHAND STATE POLLUTION CONTROL BOARD.

**18. i) Letter of Intent:**

Within the validity period specified in this EOI, the JHARKHAND STATE POLLUTION CONTROL BOARD shall issue a letter of intent (LOI) to the selected PMC by registered post at their address or through their registered email ID as given in the bid documents to enter into an Agreement in the Client's prescribed format for taking up the project as PMC. The letter of Intent shall constitute a binding contract between the JHARKHAND STATE POLLUTION CONTROL BOARD and the PMC.

**ii) Contract Agreement:**

On receipt of LOI from the JHARKHAND STATE POLLUTION CONTROL BOARD the selected PMC shall, within fifteen days, arrange to execute an agreement with the Client in the prescribed format on non-judicial stamp paper of appropriate value.

**19. Assignment and subletting**

The PMC shall not directly entrust and engage or indirectly transfer, assign or underlet the Project or any part or share thereof or interest therein to any other PMC without the written consent of the JHARKHAND STATE POLLUTION CONTROL BOARD and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress. Wherever, the in-house expertise is not available with the PMC, they shall engage professionally qualified Architects for Structural / Electrical / Lifts / Firefighting / HVAC and other similar specialized professional service required for the verification of project within the approved professional Fee as per agreement other than structure design which shall be done by the EPC contractor through their structural consultant shall be duly checked by the PMC for its stability, safety and economy. However, responsibility in all matters pertaining to the project shall remain with PMC.

**20. No compensation on restrictions of work**

The JHARKHAND STATE POLLUTION CONTROL BOARD shall be at liberty to abandon or reduce the scope of professional services of the PMC for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such

an eventuality, the PMC shall have no right to claim any payment/compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

## **21. Fraud & Corrupt Practices**

21.1 The PMC and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the JHARKHAND STATE POLLUTION CONTROL BOARD shall reject an Application or any such suggestion of PMC without being liable in any manner whatsoever to the PMC, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

21.2 Without prejudice to the rights of the JHARKHAND STATE POLLUTION CONTROL BOARD hereinabove, if an PMC is found by the JHARKHAND STATE POLLUTION CONTROL BOARD to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process or during any course of the project, such PMC shall not be eligible to participate in any EOI issued by the JHARKHAND STATE POLLUTION CONTROL BOARD during the next period as decided by the JHARKHAND STATE POLLUTION CONTROL BOARD.

21.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

a. **“Corrupt practice”** means

- i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JHARKHAND STATE POLLUTION CONTROL BOARD who

is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JHARKHAND STATE POLLUTION CONTROL BOARD, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the JHARKHAND STATE POLLUTION CONTROL BOARD in relation to any matter concerning the Project.

- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process.
- d. **“Undesirable practice”** means
  - i. Establishing contact with any person connected with or employed or engaged by the JHARKHAND STATE POLLUTION CONTROL BOARD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or
  - ii. Having a Conflict of Interest.
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among PMCs with the objective of

restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the EPC contractor.

## **22. Termination for Default**

**22.1** The JHARKHAND STATE POLLUTION CONTROL BOARD, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the PMC, may terminate the Contract in whole or in part:

- i. If the PMC fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the JHARKHAND STATE POLLUTION CONTROL BOARD; or
- ii. If the PMC fails to perform any other obligation(s) under the contract; or
- iii. Laxity in adherence to standards laid down by the JHARKHAND STATE POLLUTION CONTROL BOARD; or
- iv. Discrepancies/deviations in the agreed processes or
- v. Violations of terms and conditions stipulated in this EOI.
- vi. If the PMC fails to open their office locally at Ranchi, Jharkhand within the timeline specified in this EOI.
- vii. In the event the JHARKHAND STATE POLLUTION CONTROL BOARD terminates the Contract in whole or in part for the breaches attributable to the PMC, the JHARKHAND STATE POLLUTION CONTROL BOARD may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of PMC and shall be liable to the JHARKHAND STATE POLLUTION CONTROL BOARD for any increase in cost for such similar Services. However, the PMC shall continue to provide all their professional services to the extent same are not terminated as per agreement.

**22.2** If the contract is terminated under any termination clause, the PMC shall handover all design documents/ executable/ JHARKHAND STATE POLLUTION CONTROL BOARD's data or any other relevant information to the JHARKHAND STATE POLLUTION CONTROL BOARD in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another PMC or to the JHARKHAND STATE POLLUTION CONTROL BOARD as decided by the JHARKHAND STATE POLLUTION CONTROL BOARD.

22.3 During the transition, the PMC shall also support the JHARKHAND STATE POLLUTION CONTROL BOARD on technical queries/support on process implementation.

22.4 The JHARKHAND STATE POLLUTION CONTROL BOARD's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.

22.5 In the event of failure of PMC to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the JHARKHAND STATE POLLUTION CONTROL BOARD at its sole discretion may make alternate arrangement for getting the Services contracted with another PMC. In such a case, the JHARKHAND STATE POLLUTION CONTROL BOARD shall give prior notice to the existing PMC. The existing PMC shall continue to provide services as per the terms of Contract until a 'New PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable assistance to the new PMC within such period prescribed by the JHARKHAND STATE POLLUTION CONTROL BOARD, at no additional cost to the JHARKHAND STATE POLLUTION CONTROL BOARD, for ensuring smooth switch over and continuity of services.

### **23. Force Majeure**

23.1 Neither contractor nor JHARKHAND STATE POLLUTION CONTROL BOARD shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay. It is to be clarified that escalation/rise in cost or expenses due to force majeure event will not absolve the contractor from his obligation under the contract.

23.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

23.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

23.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this agreement.

#### **24. Termination for Insolvency**

The JHARKHAND STATE POLLUTION CONTROL BOARD may, at any time, terminate the Contract by giving written notice to the PMC, if the PMC becomes Clientrupt or insolvent or any application for Clientruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the PMC, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the JHARKHAND STATE POLLUTION CONTROL BOARD.

#### **25. Termination for Convenience**

The JHARKHAND STATE POLLUTION CONTROL BOARD, by written notice of not less than 30 (Thirty) days sent to the PMC, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the JHARKHAND STATE POLLUTION CONTROL BOARD's convenience, the extent to which performance of the PMC under the Contract is terminated, and the date upon which such termination becomes effective.

## **26. Governing Language**

The governing language shall be Hindi or English.

## **27. Taxes and Duties**

**27.1**The PMC shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the PMC shall include all such taxes (excluding GST) in the approved professional Fee.

**27.2**Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.

**27.3**Fee payable to the PMC as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever, including exchange rate fluctuations etc.

**27.4**All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the PMC.

## **28. Tax deduction at Source**

**28.1**Wherever laws and regulations that require deduction of such taxes at the source of payment, the JHARKHAND STATE POLLUTION CONTROL BOARD shall affect such deductions from the payment due to the PMCs. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the JHARKHAND STATE POLLUTION CONTROL BOARD as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the PMCs from his responsibility to pay any tax that may be levied in India on income and profits made by the PMCs in respect of this contract.

**28.2**The PMCs staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the PMCs shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## **29. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing/ scanned and confirmed in writing/scanned to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

## **30. Transition Plan**

In the event of failure of the PMC to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the JHARKHAND STATE POLLUTION CONTROL BOARD at its sole discretion may make alternate arrangement for getting the Services contracted with another PMC. In such case, the JHARKHAND STATE POLLUTION CONTROL BOARD shall give prior notice to the existing PMC.

The existing PMC shall continue to provide services as per the terms of Contract until a New PMC completely takes over the work. During the transition phase, the existing PMC shall render all reasonable assistance to the new PMC within such period prescribed by the JHARKHAND STATE POLLUTION CONTROL BOARD, for ensuring smooth switch over and continuity of Professional Services.

## **31. Compliance with Laws**

It shall be the sole responsibility of PMC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by PMC as envisaged under this. PMC through EPC contractor shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of the Contract.

The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor engaged by it shall act in compliance with the above Act, to the extent

applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

The PMC would indemnify/make good for the losses to the JHARKHAND STATE POLLUTION CONTROL BOARD for non-compliance or any claims against the JHARKHAND STATE POLLUTION CONTROL BOARD arising out of any non-compliance as above.

**32. Non-Hire and Non-Solicitation**

During the term of the Contract and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub- contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party.

**33. Law and Place of Jurisdiction**

This contract is subject to Indian Law. The place of performance and jurisdiction is at Ranchi, Jharkhand

Signed as token of acceptance.

Signature of PMC with seal Date:

Place:

## ANNEXURE –B PARAMETERS FOR DESIGN TECHNICAL COMPETITION

### Performance Evaluation Criteria:

The bidders qualifying the initial criteria as mentioned above in para 1 of this section shall be evaluated on QCBS criteria on the basis of details furnished by them. The bidders qualifying the initial criteria as mentioned in clause/para 1 of Section-3 Qualifying criteria will be further evaluated for following criteria by scoring method on the basis of details furnished by them.

For Selection of PMC, Quality cum Cost Based Selection (QCBC) method with Technical: Financial weightage of 70:30 respectively is adopted. The individual cut-off marks for technical bid evaluation is 50%, with overall cut-off of 70% The bidders qualifying in technical evaluation, i.e., having minimum 70% marks shall be eligible for financial bid evaluation. Technical Marking shall be out of 100. The marks distribution is as detailed below:

S. No.	Technical Bid Evaluation Essential Parameters	Max Marks	Cut Off Marks
1	Number of technical staff (Engineers) in Jharkhand State: - Up to 5 =2, - More than 5 and up to 10 = 3, - More than 10 and up to 20 = 4 - More than 20 = 5,	5	
2	Average Annual Financial turn over in last 3 Financial Years.	10	a. 60% marks for minimum eligibility criteria. b. 100% marks for twice the minimum eligibility criteria c. 200% or more eligibility criteria In between (a), (b) & (c) - on pro-rata basis.
3	Annual Profit (profit after tax should) in last 5 years	10	Max. 5 marks i. Positive Annual profit in 5 years: 10 marks ii. Positive Annual profit in 4 years:8 marks iii. Positive Annual profit in 3 years: 6 marks iv. Positive Annual profit in 2 years: 4 marks v. Positive Annual profit in 1 years: 2 marks

4	Net worth as on 31 <sup>st</sup> March of previous Financial Year or Solvency/Client certificate have solvency of 40% of the budgeted cost of work	5	i. 60% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more. In between
2	Experience of the firm, more than 7 yrs. and up to 10 yrs. =4 more than 10 yrs. and up to 15 yrs.=6 more than 15 yrs. and up to 20 yrs.=8, more than 20 yrs.=10	10	
	Nava-Ratna and above / Mini Ratna Cat 1 / Mini Ratna Cat 2 (in case bidders is a central public sector enterprise)	5	<ul style="list-style-type: none"> <li>• 05 Marks for (Nava Ratna/Mini Ratna Cat-1</li> <li>• 03 Marks for (Mini Ratna Cat 2)</li> </ul> <p>The bidder is to attach the details as attachment A-3 with supporting documents issued by Ministry of Finance and certified by Authorized Signatory of bidder.</p>
3	Maximum value (Project Cost) of any single project handled, in the last 7 years as on 30.11.2025 - up to Rs.100 Cr = 7 - More than 100 Cr and up to 150 Cr = 8 - More than 150 Cr and up to 200 Cr=9 - More than 200 Cr=10	10	
5	Having Local Office at Ranchi, Jharkhand - Full Fledged Office = 5, - Branch Office = 3, - No Office = 0	5	
6	Performance Certificate from Existing Clients a. Excellent = 5 b. Good= 3 c. Satisfactory = 2	5	
7	Certification level in green / energy saving building in LEED/ GRIHA/ IGBC rating system in any building completed in the last 7 years as on 30.06.2025: a. Green certified 4 Star Rated or more =5 b. Green certified 3 Star Rated SVGRIHA = 3 c. Green certified None = 0	5	
<b>Total: -</b>		<b>70</b>	

**(B) BRIEF TECHNICAL PARAMETER FOR EVALUATION OF PRESENTATION  
MADE BY PMC (TOTAL MARKS 30 NOS)**

**APPROACH AND METHODOLOGY (to be presented before evaluation committee)**

Mark to be allotted by CLIENT's evaluation committee / team on the basis of presentation made by The BIDDER on the following parameters

<b>S. No.</b>	<b>Broad criteria / Technical parameter</b>	<b>Maximum Marks</b>
1	Past project with focus on special features	2
2	Quality aspect along with some photos	3
3	Special management techniques that might be have been used to execute the project speedily and with initial budget cost	2
4	Typical project schedule of past projects of similar nature (preferably qualifying projects)	4
	<b>Project Management Approach for this project</b>	
5	work plan including time schedule	1
6	Quality assurance	1
7	HSE /Risk System	1
8	Project organization	1
9	Responsibility of key personal	1
10	Overall Presentation, Interpretation of presentation Concept, Interaction on concept and response to queries of the committee members	4
11	Technical approach and Methodology towards this project with respect to the nature of technology, structure, orientation, kind of finish, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea if technology/ PEB /Modular construction.	10
	<b>TOTAL</b>	<b>30</b>

The PMC who scores maximum marks put together for technical bid and price bid shall be considered for selection.

- a) The final selection of PMC will be made on the basis of techno-commercial evaluation by assigning weightages in the ratio of 70% to the presentation scheme (various technical parameters) made before the committee and 30% to the price bid (professional fee quoted in sealed cover).
- b) Both scores (technical & price bids) will be converted into percentile score and weighted combined score will be worked out to determine the highest scoring PMC firm to whom the project will be awarded after obtaining approval from the competent authority.

The weightage given to the bids are as below:

**Example for evaluation of proposals/bids:**

The example to calculate most successful applicant based on marks given on each of the above parameters is as follows:

- Each of the stipulated parameters carries maximum marks with Total Marks of Technical bid evaluation equal to 100.
- For deciding the most successful bidder 70% weightage shall be given to technical parameters and 30 % shall be given to price bid.

➤ **EXAMPLE IS GIVEN BELOW:**

Suppose three applicants are short listed as A, B, & C based on technical bid scrutiny and they secured marks out of 100 as under:

- A – 83 marks;
- B – 87 marks;
- C – 90 marks
- As ‘A’ secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:
  - A :  $(83/90) \times 100 = 92.22$
  - B :  $(87/ 90) \times 100 = 96.66$
  - C :  $(90 / 90) \times 100 = 100$
- Now that technical bids are evaluated, financial bids can be opened.

- Financial quotes for three bidders are as follow:
  - A : 3.00 %
  - B : 2.50 %
  - C : 2.10 %
- As 'C' has quoted lowest price, to work out percentile score, following will be the calculation:
  - C :  $(2.10 / 2.10) \times 100 = 100$
  - B :  $(2.10 / 2.50) \times 100 = 84$
  - A :  $(2.10 / 3.00) \times 100 = 70$
- Since proportion of technical to financial score is specified to be 70:30, then final scores will work out as follows:
  - A :  $(92.22 \times 0.70) + (70 \times 0.30) = 85.55$
  - B :  $(96.66 \times 0.70) + (84 \times 0.30) = 92.86$
  - C :  $(100 \times 0.70) + (100 \times 0.30) = 100$

From the above, the most successful applicant would be the one with highest percentile

score i.e. 'C'.

We have read and understood the above-mentioned prequalification criteria and evaluation of proposals/bids and shall abide by the same.

Signature, Name and Seal of PMC

With Date and Place

**Please pay attention: -**

Henceforth you will have to fill information in various forms. While doing so please keep in mind following things:

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.
- Supporting documentary evidences are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in top right

corner of document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us to evaluate the bid quickly.

- There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.
- The certificate from the client should clearly mention particulars of the project, scope of services offered by the PMC, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the PMC.

**ANNEXURE – C**

**FIRM - PROFILE**

**“EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”**

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Primary e-mail address	
5	Alternate e-mail address	
6	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ LLP/Private Limited Company/ Public Limited Company)	
7	Date of Establishment	
8	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
9	Annexure number of documents mentioned in col (8)	
10	Please mention PMC work done before 30.06.2025	
11	Annexure number of documents in evidence of information submitted in col (10)	
12	Name of proprietor / Partners / Directors	

13	Registration Number(s) with “Council of Architecture”			
15	Goods & Service Tax registration number			
16	Annexure number of GST registration certificate			
17	Service Tax/ GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid	
		31.03.2023		
		31.03.2024		
		31.03.2025		
18	Annexure number of certificates issued by Chartered Accountant for supporting information mentioned in col (17) or any other evidence in that regard			
19	Turnover of the firm during last 3 years (amount in lacs)	Year ended on	Turnover	
		31.03.2023		
		31.03.2024		
		31.03.2025		
20	Annexure number of certificates issued by Chartered Accountant for supporting information mentioned in col (19) and audited P&L statement in that regard			
21	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and VIII)	Architects	Engineers	Total
22	Annexure number of lists of office equipment owned by the firm			
23	If firm is not having office in Ranchi, Jharkhand, then indicate the time by which it is likely to open an office thereat			
24	Details of Client account of firm			
	Account name (exactly as it appears on statement of account)			
	Account number			
	IFSC			

	Branch Name and Branch Code	
25	Name and designation of executive of the firm to whom Client can contact for seeking information	
26	Mobile number of above contact person	
27	Annexure number of latest income tax clearance certificate	

Signature of the

PMC with Seal

Date:

Place:

ANNEXURE – D

**BIO-DATA OF THE PARTNERS / DIRECTORS**

EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”

**Use separate form for each partner/director.**

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Annexure number of document evidencing association with the firm like partnership deed etc	

Signature of the

PMC with seal

Date:

Place:

**ANNEXURE – E**

**BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)**  
EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR  
ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION  
OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING  
(STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF  
MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA,  
RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL  
OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND  
PALAMU”

**Use separate form for each Executive.**

1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail Id	
10	Annexure number of document evidencing employment with the firm like EPF contribution etc	

Signature of the

PMC with Seal

Date:

Place:

**ANNEXURE – F**

**DETAIL OF MAJOR BUILDING CONSTRUCTION**

Completed during the last 7 years (as on 30.06.2025)

- i) Use separate sheet for each work.**
- ii) Mention only completed projects.**
- iii) Mention only those projects which you want Client to consider to judge your eligibility and awarding marks. (above 80 Crores excluding GST)**

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Client/ Government Department	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to Architect in the project like Design/ PMC etc	
7	Estimated value of project (Rs in Cr)	
8	Final value of Project (Rs in Cr)	
9	Scheduled date of start of project	
10	Scheduled date of completion of project	
11	Actual date of start of project	
12	Actual date of completion of project	
13	Reasons of cost/ time over run, if any	
14	Number of stories	
15	Height of building from ground (in meters)	
16	Number of basement (s)	

17	Annexure number of side elevation/sectional elevation showing number of basement and height of building	
18	Has client certified that the building is having Green / Energy Saving features	Yes/ No
19	Annexure number of letters received from the client regarding award of work.	
20	Annexure number of letters received from the client regarding successful completion of work.	

**Note:**

- (a) **The work should have been executed by the firm under the name in which they are submitting the application.**
- (b) **The Client will obtain the confidential report from the previous clients and the Architect shall not object the same.**

Signature of the

PMC with Seal

Date:

Place:

**ANNEXURE – G**

**LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH  
PREVIOUS CLIENTS**

EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR  
ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION  
OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING  
(STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF  
MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA,  
RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL  
OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND  
PALAMU”

SR. NO.	NAME OF PROJECT WITH NAME OF CLIENT	PENDING SINCE	REASONS FOR PENDING	ANNEXURE NUMBER OF SUPPORTING DOCUMENT

Signature of the

PMC with Seal

Date:

Place:

**(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE-B)  
PRICE BID**

**PERFORMA FOR SUBMISSION OF THE PRICE BID**

EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the PMC specified by JHARKHAND STATE POLLUTION CONTROL BOARD in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we now quote a total professional fee at

**Fee in figures.....(Percentage to the project cost)**

**Fee in words:**

.....

plus, GST as applicable.

(Upper cap maximum fee is 2 % of the actual project cost)

We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of JHARKHAND STATE POLLUTION CONTROL BOARD in this regard.

We, further agree that in case we fail to deliver satisfactory services, JHARKHAND STATE POLLUTION CONTROL BOARD will be at liberty to discontinue our services as PMC for the project within their sole discretion and no fee shall be claimed by us for the project.

We agree that the income tax (i.e. TDS& GST TDS) as payable to statutory authorities may be deducted from the above quoted fees. I/We fully understand that JHARKHAND STATE POLLUTION CONTROL BOARD is not bound to accept the lowest or any offer.

Signature, name and designation of the

Authorized signatory Date:

Place:



**PRE-CONTRACT INTEGRITY PACT  
(TO BE STAMPED AS AN AGREEMENT)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on

..... day of the..... month of 2026, between, on the one hand,

The JHARKHAND STATE POLLUTION CONTROL BOARD body corporate incorporated under the JHARKHAND STATE POLLUTION CONTROL BOARD Act, 1955) having its Corporate Centre at State Client Bhavan, Nariman Point, Mumbai through its.....Department / Office at ..... (Hereinafter called the "JHARKHAND STATE POLLUTION CONTROL BOARD", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri..... MD & Chief

Executive Officer (hereinafter called the " PMC which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the JHARKHAND STATE POLLUTION CONTROL BOARD proposes to appoint a PMC for EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU Ranchi, Jharkhand, and the PMC is willing to offer/has offered the services and WHEREAS the PMC is a private company/public company/Government undertaking/partnership, constituted in accordance with the relevant law in the matter and the JHARKHAND STATE POLLUTION CONTROL BOARD is an Office / Department of JHARKHAND STATE POLLUTION CONTROL BOARD performing its functions on behalf of State Client of India. NOW,

THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the JHARKHAND STATE POLLUTION CONTROL BOARD to obtain the desired service / Equipment/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling PMCs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the JHARKHAND STATE POLLUTION CONTROL BOARD will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the JHARKHAND STATE POLLUTION CONTROL BOARD**
  - 1.1. The JHARKHAND STATE POLLUTION CONTROL BOARD undertakes that no official of the JHARKHAND STATE POLLUTION CONTROL BOARD, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the PMC, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
  - 1.2. The JHARKHAND STATE POLLUTION CONTROL BOARD will, during the pre-contract stage, treat all PMCs alike, and will provide to all PMCs the same information and will not provide any such information to any particular PMC which could afford an advantage to that particular PMC in comparison to other PMCs.

- 1.3. All the officials of the JHARKHAND STATE POLLUTION CONTROL BOARD will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the PMC to the JHARKHAND STATE POLLUTION CONTROL BOARD with full and verifiable facts and the same is prima facie found to be correct by the JHARKHAND STATE POLLUTION CONTROL BOARD, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the JHARKHAND STATE POLLUTION CONTROL BOARD and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the JHARKHAND STATE POLLUTION CONTROL BOARD the proceedings under the contract would not be stalled.

## **2. Commitments of PMC.**

- 2.1. The PMC commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2. The PMC will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the JHARKHAND STATE POLLUTION CONTROL BOARD, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3. The PMC further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

JHARKHAND STATE POLLUTION CONTROL BOARD or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with JHARKHAND STATE POLLUTION CONTROL BOARD for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Client of India.

- 2.4. Wherever applicable, the PMC shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian PMCs shall disclose their foreign principals or associates, if any.
- 2.5. The PMC confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with the is Bid/contract.
- 2.6. The PMC further confirms and declares to the JHARKHAND STATE POLLUTION CONTROL BOARD that the PMC is the original SIs in respect of Equipment / product / service covered in the Bid documents and the PMC has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the JHARKHAND STATE POLLUTION CONTROL BOARD or any of its functionaries, whether officially or unofficially to the award of the contract to the PMC, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7. The PMC, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the JHARKHAND STATE POLLUTION CONTROL BOARD or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8. The PMC will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process,

Bid evaluation, contracting and implementation of the contract.

- 2.9. The PMC will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10. The PMC shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the JHARKHAND STATE POLLUTION CONTROL BOARD as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data device / carrier. The PMC also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11. The PMC commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12. The PMC shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13. If the PMC or any employee of the PMC or any person acting on behalf of the PMC, either directly or indirectly, is a relative of any of the officers of the JHARKHAND STATE POLLUTION CONTROL BOARD, or alternatively, if any relative of an officer of the JHARKHAND STATE POLLUTION CONTROL BOARD has financial interest/stake in the PMC's firm, the same shall be disclosed by the PMC at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14. The PMC shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the JHARKHAND STATE POLLUTION CONTROL BOARD.

### **3. Previous Transgression**

- 3.1. The PMC declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Clients in India or any Government Department in India or RBI

that could justify PMC's exclusion from the tender process.

- 3.2. The PMC agrees that if it makes incorrect statement on this subject, PMC can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 4. **Sanctions for Violations**

- 4.1. Any breach of the aforesaid provisions by the PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PMC) shall entitle the JHARKHAND STATE POLLUTION CONTROL BOARD to take all or any one of the following actions, wherever required:
  - i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the PMC. However, the proceedings with the other PMC would continue, unless the JHARKHAND STATE POLLUTION CONTROL BOARD desires to drop the entire process.
  - ii. To immediately cancel the contract, if already signed, without giving any compensation to the PMC.
  - iii. To recover all sums already paid by the JHARKHAND STATE POLLUTION CONTROL BOARD, and in case of an Indian PMC with interest thereon at 2% higher than the prevailing Base Rate of State Client of India, while in case of a PMC from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the PMC from the JHARKHAND STATE POLLUTION CONTROL BOARD in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - iv. To encash the advance Client guarantee and performance bond/warranty bond, if furnished by the PMC, in order to recover the payments, already made by the JHARKHAND STATE POLLUTION CONTROL BOARD, along with interest.
  - v. To cancel all or any other Contracts with the PMC. The PMC shall be liable to pay compensation for any loss or damage to the JHARKHAND STATE POLLUTION CONTROL BOARD

resulting from such cancellation/rescission and the JHARKHAND STATE POLLUTION CONTROL BOARD shall be entitled to deduct the amount so payable from the money(s) due to the PMC.

- vi. To debar the PMC from participating in future bidding processes of the JHARKHAND STATE POLLUTION CONTROL BOARD or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the JHARKHAND STATE POLLUTION CONTROL BOARD. To recover all sums paid, in violation of this Pact, by PMC to any middleman or agent or broker with a view to securing the contract. Forfeiture of Performance Bond in case of a decision by the JHARKHAND STATE POLLUTION CONTROL BOARD to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - vii. Intimate to the CVC, IBA, RBI, as the JHARKHAND STATE POLLUTION CONTROL BOARD deemed fit the details of such events for appropriate action by such authorities.
- 4.2. The JHARKHAND STATE POLLUTION CONTROL BOARD will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the PMC or any one employed by it or acting on its behalf (whether with or without the knowledge of the PMC), of an offence as defined in Chapter 20 of the Bharatiya Nyaya Sanhita or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the JHARKHAND STATE POLLUTION CONTROL BOARD to the effect that a breach of the provisions of this Pact has been committed by the PMC shall be final and conclusive on the PMC. However, the PMC can approach the Independent Monitor(s) appointed for the purposes of this Pact.
5. **Fall Clause**  
The PMC undertakes that it has not supplied/is not supplying similar service/product/equipment/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other

Client and if it is found at any stage that similar Equipment/product/systems or sub systems was supplied by the PMC to any other Ministry/Department of the Government of India or a PSU or a Client at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the PMC to the JHARKHAND STATE POLLUTION CONTROL BOARD, if the contract has already been concluded.

**6. Independent External Monitors**

- 6.1. The JHARKHAND STATE POLLUTION CONTROL BOARD has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

<b><u>Pls fill in the details</u></b>	
---------------------------------------	--

- 6.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the JHARKHAND STATE POLLUTION CONTROL BOARD.
- 6.6. The PMC(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the JHARKHAND STATE POLLUTION CONTROL BOARD including that provided by the PMC. The PMC will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor shall be under contractual obligation to treat the information and documents of the PMC/Sub-contractor(s) with confidentiality.

- 6.7. The JHARKHAND STATE POLLUTION CONTROL BOARD will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8. The Monitor will submit a written report to the designated Authority of JHARKHAND STATE POLLUTION CONTROL BOARD/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the JHARKHAND STATE POLLUTION CONTROL BOARD / PMC and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the JHARKHAND STATE POLLUTION CONTROL BOARD or its agencies shall be entitled to examine all the documents including the Books of Accounts of the PMCs and the PMCs shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction**

This contract is subject to Indian Law. The place of performance and jurisdiction is at Ranchi, Jharkhand

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

- 10.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the agreement to the satisfaction of both the JHARKHAND STATE POLLUTION

CONTROL BOARD and the PMC, including warranty period, whichever is later. In case Architect is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful PMC by the JHARKHAND STATE POLLUTION CONTROL BOARD.

10.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on

\_\_\_\_\_

For JHARKHAND STATE POLLUTION CONTROL BOARD FOR PMC

Name of the Officer

Member Secretary

Designation

Office/Department/Branch

## LETTER OF UNDERTAKING

The Member Secretary  
JHARKHAND STATE POLLUTION CONTROL BOARD, Ranchi, Jharkhand

“EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”

Dear Sir,

We acknowledge the receipt of your Invitation of EOI for the captioned project.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of the CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”

.. We have also taken into account all the contemplations furnished by JHARKHAND STATE POLLUTION CONTROL BOARD in this regard while submitting our proposal for your consideration.

Accordingly, we offer to provide our comprehensive professional services as PMC for the captioned project strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this Tender.

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services

pertaining to CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”, by engaging EPC contractor for designing and execution of the project.

2. We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to Civil, Plumbing, Electrical, Mechanical, HVAC, Firefighting, Access Control System, Security, BMS and all other services pertaining to the project.
3. We shall be fully responsible to support the L-1 contractor/EPC contractor to carryout necessary liaising at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authorities permissions applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project from initiation to Completion and procuring necessary Certificate/Occupancy Certificates from the local Authorities within the specified time.
4. We, further undertake that it will be our sole responsibility to support and assist to L-1 contractor/EPC contractor for submission of required design documents/drawings/papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
5. We understand that except approved professional fee, the JHARKHAND STATE POLLUTION CONTROL BOARD shall not be responsible for making any extra payment to us towards any of the professional and other services charges pertaining to this project.
6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata

progress in the project, the JHARKHAND STATE POLLUTION CONTROL BOARD shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.

7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the JHARKHAND STATE POLLUTION CONTROL BOARD.
8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
10. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other PMC of this EOI for the purpose of restricting competition.
11. The rate for Professional Fee quoted in the price Bids are as per the EOI and subsequent clarifications/ modifications / revisions furnished by the JHARKHAND STATE POLLUTION CONTROL BOARD, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other PMC responding to this EOI.
13. We have not induced or attempted to induce any other PMC to submit or not to submit a Bid for restricting competition.
14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
15. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption

Act 1988”.

16. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the JHARKHAND STATE POLLUTION CONTROL BOARD, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
17. We undertake that we will not resort to canvassing with any official of the JHARKHAND STATE POLLUTION CONTROL BOARD, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of PMC from further bidding process.
18. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the JHARKHAND STATE POLLUTION CONTROL BOARD submitted by us in our Bid document.
19. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the JHARKHAND STATE POLLUTION CONTROL BOARD will have the right to terminate our services at any stage of the project without notice.
20. We also understand that JHARKHAND STATE POLLUTION CONTROL BOARD reserve their rights to Shortlist any number of PMC firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason there for.
21. We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
22. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the JHARKHAND STATE POLLUTION CONTROL BOARD to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed,

this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.

23. The name(s) of successful PMC to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the JHARKHAND STATE POLLUTION CONTROL BOARD and/or communicated to the successful PMC(s).

We hereby undertake and agree to abide by all the terms and conditions stipulated by the JHARKHAND STATE POLLUTION CONTROL BOARD in the EOI document.

Our Clients Are:

Sl. No.

i.

ii.

The Authorized signatory

i)

ii)

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of PMC

Signature and addresses of

Witnesses i)

ii)

ADDRESS:

**SAMPLE AGREEMENT BETWEEN JHARKHAND STATE POLLUTION CONTROL BOARD AND PROJECT MANAGEMENT CONSULTANT**

**(This sample agreement is subject to modifications/amendments at the of finalizing the agreement before execution)**

(Name and address of branch/

office/ Department) AND

(Name and project

management consultants)

M/s. \_\_\_\_\_

**Towards** “EXPRESSION OF INTEREST (EOI) FROM. NOTICE INVITING TENDERS (NIT) FOR ENGAGING CPSUS AS PROJECT MANAGEMENT CONSULTANT FOR CONSTRUCTION OF STATE OF ART OFFICE BUILDING (STILT PLUS FIVE STOREYS) OFFICE BUILDING (STILT PLUS FIVE STOREYS) OF HEAD QUARTER NEAR INDIAN INSTITUTE OF MANAGEMENT, GREATER RANCHI & BUILDING AT TUPUDANA INDUSTRIAL AREA, RANCHI AND REGIONAL OFFICE BUILDING (THREE STORIES) AT FIVE (5) REGIONAL OFFICES CUM LABORATORY, JAMSHEDPUR, DHANBAD, DUMKA, HAZARIBAGH AND PALAMU”

THE AGREEMENT BETWEEN THE CLIENT AND THE PROJECT MANAGEMENT CONSULTANT (PMC) CONDITIONS OF AGREEMENT – BETWEEN JHARKHAND STATE POLLUTION CONTROL BOARD AND PMC

Articles of this agreement made at Ranchi, Jharkhand this day of \_\_\_ between M/s.

\_\_\_\_\_ a firm having its office at \_\_\_\_\_

\_\_\_\_\_ hereinafter called, the ‘PMC’ or ‘Firm (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include for the time being and from time to time of the said firm, the survivor or survivors of them, their respective heirs, executors and administrators of the last survivor heirs, his or her assigns) of the one part and MEMBER SECRETARY having its office at (address)

represented by Shri -----(Name),----- (Designation)

hereinafter called 'JHARKHAND STATE POLLUTION CONTROL BOARD' or 'Client'(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the other part.

#### **EXTENT OF AGREEMENT**

This agreement represents the entire agreement between JHARKHAND STATE POLLUTION CONTROL BOARD and the firm and shall be read with all prior negotiations, representations or correspondence or agreements, if any. This agreement may be amended only by written instruments signed by both JHARKHAND STATE POLLUTION CONTROL BOARD and the firm.

1. WHEREAS JHARKHAND STATE POLLUTION CONTROL BOARD is desirous of constructing its (Name of Project) at (Address of Project) (hereinafter referred to as the Project of Works) and for that purpose have appointed M/s.\_\_\_\_\_ as the PMC of the Project (hereinafter referred to as "The Consultant"), WHEREAS for the purpose of comprehensive services of complete supervision and management of the said project JHARKHAND STATE POLLUTION CONTROL BOARD is desirous of engaging the PMC. The term 'PMC' shall mean the persons/companies to be selected by JHARKHAND STATE POLLUTION CONTROL BOARD for undertaking the Project Management Consultancy,
2. AND WHEREAS the PMC is agreeable to undertake the said works on the terms and conditions under document hereinafter appearing.

#### **NOW THEREFORE THE AGREEMENT WITNESSES THAT:**

1. In consideration of the covenants hereinafter contained and the fees and other charges agreed to be paid by JHARKHAND STATE POLLUTION CONTROL BOARD to the said PMC, the JHARKHAND STATE POLLUTION CONTROL BOARD hereby appoint the PMC as its Project Management Consultants for the project and issued a letter of intent No.\_\_\_\_\_ dated the \_\_\_\_\_ and the PMC hereby accepts the said appointment

in terms of their letter No. \_\_\_\_\_ dated there at with other letters No. \_\_\_\_\_ dated the \_\_\_\_\_ and \_\_\_\_\_. These letters and JHARKHAND STATE POLLUTION CONTROL BOARD's subsequent letter No. \_\_\_\_\_ dated \_\_\_\_\_ the shall form part of this agreement.

2. The PMC hereby undertakes to supervise and manage the said project in most professional and efficient manner to further the interest of JHARKHAND STATE POLLUTION CONTROL BOARD and protect the same in all circumstances and use best of their professional skills and judgment for the said purpose. PMC assures JHARKHAND STATE POLLUTION CONTROL BOARD that it shall do all acts and things necessary to sustain the trust and confidence reposed in it by JHARKHAND STATE POLLUTION CONTROL BOARD under this agreement.

### 3. **PROJECT COORDINATION COMMITTEE**

3.1 The parties hereto agree that the following shall constitute the Joint Project Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by Consultants / Contractors engaged in the execution of the project.

- (i) \_\_\_\_\_, JHARKHAND STATE POLLUTION CONTROL BOARD, who shall be the Chairman of the Committee.
- (ii) \_\_\_\_\_Engineers (Civil & Electrical) in charge of this project, as may be nominated as Members.
- (iii) Project Manager and Resident Engineer-in-Change of the project of the PMC and Secretary respectively.

3.2 The Secretary of the Committee may convene the meetings of the JHARKHAND STATE POLLUTION CONTROL BOARD, PMC and the concerned Contractors / Consultants at such regular intervals or frequently as may be instructed by the Chairman of the JPC and shall record and circulate to all concerned the decisions of the JPC for

implementation/information as may be applicable.

3.3 The PMC shall keep the Chairman of the Committee posted with the information relating to implementation of the JPC's decision and also the usual progress reports of the Project work fortnightly.

**4. The scope of work of the PMC toward Project Management Consultant shall broadly include:**

a. Programming, planning, monitoring, follow up action, supervision, measurement of Civil, Electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site development works, and any other work comprised in the Project as a whole, scrutiny of bills, preparation of variation statement, arranging various tests on materials / works, arranging meetings, coordination of the works of various agencies and all other incidental works thereto.

b. Attend to inspection carried out by the (Names of various statutory / local authorities), Government, JHARKHAND STATE POLLUTION CONTROL BOARD and agencies such as Chief Technical Examiner (CTE) of Central Vigilance Commission, New Delhi and any other Authorities connected with the various works involved in the project and assist the Client to reply their queries/ objections and ensure removal of the deficiency pointed out by the agency during the inspection and the help JHARKHAND STATE POLLUTION CONTROL BOARD in replying to their observations from time to time till the matters are finally cleared by the C.T.E.'s Organization and settled.

c. Effect complete administration and management of construction, supply and installation of plant & machinery, equipment, lifts, firefighting arrangements etc. pertaining to the project contract till expiry of the defects liability period as indicated in the building contract and payment of final dues to the contractors are made, replies given to CTE's/ Chief Vigilance Organization (CVO) of the JHARKHAND STATE POLLUTION CONTROL BOARD observations are finally accepted by the CTE of CVC/ CVO of the JHARKHAND STATE POLLUTION CONTROL

BOARD.

- d. Effect coordination with the PMC, consultants, other contracting agencies and local authorities like etc..
- e. Effect verification of work on virtual completion and actual completion of the project and advise the Client suitably.
- f. Advise JHARKHAND STATE POLLUTION CONTROL BOARD with regard to extra claims or disputes, Chief Technical Examiner's observations, arbitration cases between JHARKHAND STATE POLLUTION CONTROL BOARD and the contractors, if any and assist JHARKHAND STATE POLLUTION CONTROL BOARD in case of any dispute till the cases are resolved either by mutual negotiation or through Arbitration or Court, as the case may be.
- g. Collect and deliver to JHARKHAND STATE POLLUTION CONTROL BOARD any specific, written warrantee/s or guarantee/s given by Specialist firms / Suppliers including all required trade contractors, insurance policies, performance guarantees and warranties. Work as conciliator in the event of any dispute arising between the contractors engaged in the project and JHARKHAND STATE POLLUTION CONTROL BOARD before the matter goes to arbitration.

**5.0 Further clarification for firm's services:**

5.1 Day to day supervision and ensuring that the said works are being executed as per the plans and designs and specification prepared by the EPC Contractor and provided for in the contract agreements with the selected / appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials / works, getting various tests for material and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the Client. The PMC shall be involved in the project right from the beginning from the stages of soil exploration, prequalification of the contractors as the Client's agency to remain fully associated with the project and day to day work.

Assisting the Client in scrutiny of the recommendation, reports, plans, estimates etc. received from the EPC Contractor with a view of expediting the decisions in the matters at the Client's end. It is expected that the EPC Contractor and the PMC work jointly as team in good spirit with a view to getting the said works completed in best possible manner and efficiently without bringing in aspect of ego while performing their duties.

The Firm is expected to go through the draft tender specifications, drawings and schedules thoroughly and suggest modification wherever considered necessary by them to the Client for the Client's consideration to improve the performance of the project components, affect economy in cost and ease in monitoring and control and expedite progress with particular

attention to construction techniques, durability of permanent components, water tightness of roofs, walls, sanitary block etc., ease of construction, quality surveillance, technical audit and quality control.

In any of these suggestions involve any likely extra cost, they shall clarify the same to JHARKHAND STATE POLLUTION CONTROL BOARD to enable the latter to take decision and advise the EPC Contractor suitably. The firm is expected to scrutinize in detail the tenders received and advise the Client on reasonableness or other with of the lowest tender and the recommendations after evaluating terms and conditions and price bid of various tenderers.

5.2 (a) Arranging periodical and emergency joint meetings of the Joint Project Committee (JPC), consultants, contractors etc. and develop project schedules for both management and working level use and co-ordination of the works of the "Construction agencies" including that of with JHARKHAND STATE POLLUTION CONTROL BOARD's estimates and construction schedules. Update the project schedule from time to time and generate detailed working schedules for all activities of project, including realistic activity sequences and durations, processing of the drawings issued, identifying bottle necks and incorporating remedial measures to make up lost time, if any.

(b) PMC shall review, audit, and ensure systematic and timely supply of drawings, estimates, work orders as per the conditions of contract entered into with various contractors by JHARKHAND STATE POLLUTION CONTROL BOARD by necessary communications in writing as well as by holding discussion in advance with the Client for this project. They shall maintain daily record of receipt of plans/ designs and other details and issue of the same to the concerned contractors and present such documents to JHARKHAND STATE POLLUTION CONTROL BOARD from time to time as and when required.

(c) For the purpose of supervision and site activities, the PMC shall employ or engage suitably qualified and experienced engineers and overseers of adequate number at their own cost. Without prejudice to this, the PMC agrees that it shall deploy the following minimum staff at the site.

1. One Project Manager for overall control, coordination, and liaison purposes. He may or may not be stationed at the site. He shall have a minimum of 15 years field experience after graduation.
2. One full time Resident Civil Engineer-in-charge. He shall have minimum 8 years field experience after graduation. He shall be stationed at site.
3. One full time Civil Engineers for supervision measurements, scrutiny of the bills, testing and quantity control. He shall have a minimum of 5 years field experience after graduation.
4. One full time Electrical Engineer to supervise electrical and A/C/ works. He shall have a minimum of 5 years field experience in electrical works, installation of A.C, public address system, pumps etc.
5. One full time Safety Engineer. He shall have a minimum of 5 years field experience in safety of construction projects.

For other specialized works, the PMC may appoint such other full or part time technical staff as may be required during the execution of those works.

The above requirements are only the minimum. However, more Engineers and other categories of staff as may be considered necessary by the JHARKHAND STATE POLLUTION CONTROL BOARD for satisfactory management of the entire project have to be appointed by the PMC. If necessary, for satisfactory supervision and coordination, it is specifically agreed that JHARKHAND STATE POLLUTION CONTROL BOARD shall have no responsibility for any staff/ officers/ Engineers/ workmen engaged by the PMC and the said PMC alone shall be responsible as Client for them nor that they are the employees of JHARKHAND STATE POLLUTION CONTROL BOARD at any point of time and there being to employer-employee relationship between the Client and those employed by PMC for any purpose whatsoever.

(d) The PMC shall fully supervise the various works at the site including scaffolding, form works etc. and ensure complete quality of the work at the site, including materials incorporated in the work and effect measures to get the works completed without any time and cost over-run. They shall provide constant day to day technical supervision over the interior / building services / installation work including recording of measurements as and when submitted by contractor, scrutiny and certification of contractor's bills for making recommendations to the Client, review and monitoring of materials supply storage and utilization so as to ensure requisition and procurement of the same on time (by the contractors) and conforming to approved specifications and standards. They shall prepare, check and monitor weekly and monthly programs of work and submit a copy thereof to the MEMBER SECRETARY (P&E) of JHARKHAND STATE POLLUTION CONTROL BOARD along with progress reports for the previous periods highlighting delays and suggestions and implement remedial actions necessary for making up the lost time along with technical directions and procedure wherever necessary for achieving the same. Ensure that the extra items / quantities of items are not executed until and unless the same have been approved by JHARKHAND STATE POLLUTION CONTROL BOARD and maintain necessary site records for the same as soon as the same is envisaged. They will also approve materials

after the contractors carry out tests on the same as stated in tender and or as per approved procedures and standards laid down in the tender and maintain adequate records thereof. They shall recommend to the Client bills for the accuracy for quantity and quality of the items of works for payments to the contractors after amending the rates claimed by the contractors wherever necessary in their opinion. They shall maintain genuine hindrance register, records of site meetings and issuing minutes of meetings recommendation of applications for time extension to the contractors, scrutiny and recommendations for rates of extra items, scrutiny of the contractor's claims under PVA Clauses if any for labour and materials as provided in the agreement to the Consultants and prepare quantity variations statement, ensure quality control of materials and workmanship and detailed scrutiny / checking for running / final bills and prepare the statement of theoretical estimated and actual consumption of materials if any as per specification and schedules laid down in the relevant contracts.

(e) Ensure that essential gauges, instruments are in order for testing. The PMC shall maintain necessary site records and obtain data in support of the same. They shall arrange to carry out field and laboratory tests through the contractor on materials of construction as well as partially or complete erected structures etc. if required and maintain adequate records thereof.

(f) Suggesting modifications, if any, due to site conditions and advising regarding cost variations on account of extra items and excesses during the progress of works.

(g) The certification of all the bills shall be done by the authorized engineer of the PMC as approved by JHARKHAND STATE POLLUTION CONTROL BOARD and recommendations there for shall be made to the Client along with a forwarding letter by the PMC.

(h) To check PERT/BAR networks chart prepared by the contractors for project programming and progress control and keep constant check on various activities and coordinate with various agencies to get the project completed on time and within the budgeted costs. These charts will also

be updated. They will also suggest suitable remedial actions to be taken to clear bottlenecks / delays / loss of progress etc. progressively and promptly.

- (i) Co-ordination with all contracting agencies
- (j) Rendering generally all technical services at site as may in anyway relate to or arise out of the construction of the said works.
- (k) Rendering to JHARKHAND STATE POLLUTION CONTROL BOARD every assistance, guidance or advice on any matter concerning the technical aspect of the project.
- (l) To work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum / arbitration.
- (m) Render all assistance as may be required from the project site to the Client for obtaining necessary certificates from the local authorities for occupation of the buildings.

## **6.0 General Conditions of contract**

- 6.1 No deduction shall be made from the PMC's fees on account of any penalty, liquidated damages or other sums withheld from payment to the contractor but when any penalty is levied or damages are recovered or sum is withheld from payment to the contractor on account of defective work in such a cases, the PMC's fees in respect of the total value of the detective work shall not be paid for. Such fees shall, however, be paid upon the rectification of the defective work and on the basis of the bills payment of various contractors for actual work done and the total payments released by the Client (JHARKHAND STATE POLLUTION CONTROL BOARD) after making corrections, if any, in the certificate.
- 6.2 For the purpose of supervision, the PMC agrees that they will set up a site office under the charge of competent Resident Civil Engineer – In – Charge who will be in a constant charge of the direction and control of the said works (as may be entrusted to PMC). The PMC agrees to engage and retain at their cost adequate competent supervising staff

(minimum as prescribed herein this agreement). These supervising staff should always be in charge of the works and be available on the site until the construction of the said work as entrusted to the firm is completed. These supervising staff shall be employed and paid by the firm. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the PMC and shall be at the PMC's entire discretion and the said staff at all times work under the orders and control solely of the PMC. JHARKHAND STATE POLLUTION CONTROL BOARD shall, however, have the right to direct the PMC without assigning any reasons to remove any staff who is considered by JHARKHAND STATE POLLUTION CONTROL BOARD as undesirable. The site engineers of the PMC will work in cooperation with JHARKHAND STATE POLLUTION CONTROL BOARD staff at site, if any and at JHARKHAND STATE POLLUTION CONTROL BOARD, Head Office, Ranchi, Jharkhand and carry out the instructions.

- 6.3 If during the period of contract, it is established that certain risk or damage or loss has occurred due to the defective supervision of work, the PMC shall be required to pay back the fees for execution of such affected parts of the works and to indemnify the Client to compensate any loss, injury sustained by the Client due to the negligence/ improper supervision.
- 6.4 The PMC shall not have any objection to JHARKHAND STATE POLLUTION CONTROL BOARD maintaining any own engineering staff at JHARKHAND STATE POLLUTION CONTROL BOARD's costs at site of works, if desired by JHARKHAND STATE POLLUTION CONTROL BOARD to carry out the work and duties allotted to them by JHARKHAND STATE POLLUTION CONTROL BOARD, in respect of all works at the site or other areas outside the scope of the firm's works and overall surveillance security and verification at the Client's end.
- 6.5 The PMC agrees to perform their duties as PMC under those presents

and will do everything in their power and authority to ensure that the contractor or contractors complete the execution of the works as may be entrusted to them according to the specifications and the schedule of time given to them and that no unnecessary delay is caused by them.

6.6 The PMC agrees that they will not without the written sanction of the JHARKHAND STATE POLLUTION CONTROL BOARD make any deviations in the plans or estimates or order any variation, commission, or extras. In consequences thereof, they will not fix any new rate or rates of new items of work without written approval of JHARKHAND STATE POLLUTION CONTROL BOARD.

6.7 The PMC shall promptly notify JHARKHAND STATE POLLUTION CONTROL BOARD of any changes in the constitution of their PMC. It shall be open to JHARKHAND STATE POLLUTION CONTROL BOARD to terminate the agreement on the death, retirement, insanity, or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of JHARKHAND STATE POLLUTION CONTROL BOARD. But in absence of and until its termination by JHARKHAND STATE POLLUTION CONTROL BOARD as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

1. The PMC agrees to perform their duties under above terms so as to cause the completion of all the works as proposed and of other works as may be entrusted to the PMC and everything necessary to render the same fit for the occupation / use of JHARKHAND STATE POLLUTION CONTROL BOARD according to the contract as also the completion of the several

stages of the said work in accordance with the programme to be drawn up and embodied in the contract between JHARKHAND STATE POLLUTION CONTROL BOARD and the contractors. The extension of time limit to the contractor under the agreements if any, given by JHARKHAND STATE POLLUTION CONTROL BOARD will have no consequential effects on the PMC's time schedule in respect of works of to be completed till then.

2. Extra payment on account of PVA will be applicable and paid if applicable to the contracting agencies i.e. they will be paid fees on the bill + PVA amount payable to the contracting agencies.

3. For day-to-day execution and supervision of the field work, the PMC shall employ such strength of qualified and other staff as would enable clear control over the work subject to the minimum staff in clause 5.2(c) herein before.

4. For survey instruments such as Total station, Theodolite, leveling instrument, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other survey equipment including tents for shelter, the firm shall make their own arrangements at no extra cost.

6.8 The PMC will not during the period of their assignment and thereafter till the satisfactory completion of the work act as PMC or give any advice regarding the construction of this work in particular to intending contractors who would tender and undertake this work, or any other agency gainfully concerned with this work.

6. 10(a) The PMC shall supervise the work and also record the measurements of various items of works and check the field working drawings. The PMC shall also inform his representatives of their programme for joint measurements so that if the latter chooses to remain present at that time, he can do so as this will ultimately help to reduce the time gap between the issue of the recommendations for payment of contractor's bill and issue of the payment certificate to the JHARKHAND STATE POLLUTION CONTROL BOARD.

(b). The PMC shall in accordance with and as required by the terms of the agreement or agreements entered or to be entered into between the JHARKHAND STATE POLLUTION CONTROL BOARD on the one part and the contractor on the other part, certify after due verification that the work measured and recommended for payment of running bills of the contractors are supervised by them and are fully consistent with the type, quality and specifications prescribed in the agreement entered into with the contractors. In the matter of recommending such bills to Client / consultants, the firm shall be deemed to guarantee the correctness of all such certificates and shall hold themselves, responsible for the correctness of all the bills and certificates scrutinized, checked for and issued by them with the recommendations to the PMC, as to the quality control of the work concerned as well as the quantities of various items of works. Before certifying any bill, they shall ensure that the work being certified is in accordance with the designs and specifications. The Client, however, reserves its discretion also not obligatory to scrutiny the bills, certify and make payment to the contractors in accordance with such scrutiny. This will be without prejudice to the Client's right to such action as deemed necessary for giving defective / wrong certificate.

6.11 Scrutiny / recommendations / certifications of the contractors running bills by the PMC and payment by the Client. The PMC shall certify the running bills of the contractors within 15 working days from the date of the receipt of the same from the contractor. To avoid delay in payment of R.A. Bill of the contractors, the joint measurements of the executed works by the authorized engineers of the PMC and contractors are required to be recorded from time to time by them soon after execution as also arithmetic calculations etc. are also required to be done soon thereafter and except for summary of quantities under various items of works, the measurement work should stand updated so that the recommendations from the PMC for each such running bill can reach within 15 days to the Client. To avoid delays in verification on this account, the PMC or his assistants at site may remain associated with the concerned contractors at the time of joint measurements to satisfy himself about work is being measured and under what tender

items. It is expected that the PMC work jointly as a team in good spirit with a view to getting the said work completed in the best possible manner and efficiently without bringing in aspect of ego while performing their duties. The PMC will have right to oversee, defer with contractors' opinion in regard to the quality, measurements, rates of part / substituted / extra items etc. without affecting the Client's interest. However, in the event of any dispute arising out due to difference between the opinion of the PMC & contractors, the decision of the Client shall be final and binding on the PMC. Normally, the works rejected by the PMC or the rates and / or quantities reduced by them shall not be disputed by the Contractors. However, if they differ with the PMC in this regard they have right to make recommendations / suggestions to the Client for the Client's consideration and pending the Client's decision /s on such points, the PMC shall issue the interim payment certificates. On getting the Client's decision on such points, the PMC can give effect to the same as may be necessary in the bills to follow thereafter. The PMC will have, however, a right to reject the works, if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons to do so to the Client.

6.12 The Consultants are authorized by the Client for test checking or cross checking of the measurements of the works done by the PMC if and when felt necessary by them and bring the amendments, if necessary, to the Employees notice for necessary action. The PMC is authorized by the Client to talk / instruct / write directly to the contractors / their representatives during the progress of the work and till settlement of the final dues of the contractor as long as those pertain to specifications, quality, measurements, drawings, progress of the works as provided in the respective contractor's contract agreement. The Consultants are authorized to closely follow – up and keep account of the progress of the works and arrange to solve bottlenecks if any. They are authorized to write to PMC about time lag in the project works and suggest improvement / course of action for PMC's consideration. Similarly, the PMC will be authorized to write to the Consultants about their requirements from consultants e.g.

drawing details, clarifications, contract agreement copies and bring to their notice the discrepancies etc. if any. The PMC shall endorse the copies of all their correspondence with the Contractors and the Consultants and the Client.

6.13 The PMC will have right to stop bad / defective work or the work which is not as per the tender items / drawings. The PMC will have right to ask the contractors to remove /

demolish disapproved / rejected materials / works. Only where the contractors disagree of the same, they will refer the matter to the Client for further necessary action.

#### **7.0 It is agreed between the parties as follows:**

7.1 JHARKHAND STATE POLLUTION CONTROL BOARD shall include in all contracts which may be entered into with the contractor or contractors such clauses as would provide for the payment to JHARKHAND STATE POLLUTION CONTROL BOARD by the contractor or contractors of adequate damages for losses or delay on his or their part in carrying out the terms of the said contract and the PMC shall take all necessary precautions are\_\_all their duties before and during the progress of the work as may be entrusted to them including determining claims of the contractor due to fault or delays caused by the PMC subject to the total liability of the firm on this account being limited to an amount equal to 15% of the total fees payable.

7.2 If the work of construction of anyone or more of the civil engineering works or other works therein be substantially interrupted by force measure or by reasons of any orders in writing issued by JHARKHAND STATE POLLUTION CONTROL BOARD stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by negligence, the firm shall not be liable in any way for the consequent delay in the completion of such work.

7.3 Liquidated damages

In the opinion of the Client, \_\_\_\_\_if any delay in execution is attributable to the fault of the firm, JHARKHAND STATE POLLUTION CONTROL BOARD shall be entitled to recover liquidated damages at the rate of

0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and

/ or any other loss or damage caused to the Client due to defective / faulty supervision on part of PMC shall be limited to maximum of 15% of total fees payable to PMC on entire actual work, for which the PMC's services availed by the Client. The decision of the Client in this matter after giving due hearing to the PMC's arguments, shall be final and binding on the PMC.

7.4 JHARKHAND STATE POLLUTION CONTROL BOARD may require the firm to visit of Ranchi, Jharkhand \_\_\_\_\_for proper discharge of any of their duties enumerated herein about and on earlier pages without any extra charge of fees. In such case, the firm shall except in the case of visit to work site, Laboratories, quarries be entitled to traveling and Daily Allowance permissible as under.

## 8. Project Management Consultant's Fees

8.1 In consideration of the performance of the contract, JHARKHAND STATE POLLUTION CONTROL BOARD agrees to pay the firm, as compensation for his services, total professional fees as under: For civil, sanitary, and plumbing, electrical fire protection & A.C. Works etc. % fees on coat of works payable to contractors after PMC reports at site.

The fees also include all cost towards living and traveling expenses to site of work/ to laboratories for testing / to different sites for inspection of source of materials etc. cost of stationery, drafting suitable draft replies to CTE's observations, if any/ arbitration proceedings etc. if any, arisen due to dispute between the Client and any contractors of any works of this project.

## **8.2 Terms of Payment of Fees**

- a. 5% after approval of Conceptual plan, Block Estimates, Tender document & preliminary Detailed Project Report.
- b. 5% after finalization of EPC L-1 contractor/s.
- c. 80% payment against progressive bills after 15 days of payment to the contractor.
- d. 5% After the PMC issues “No objection certificate” for the refund of contractor’s retention money on expiry of Defects liability period i.e., 36 months after issuance of Virtual completion Certificate to the various contractors.
- e. Balance 5% after expiry of latest of the Defects Liability periods of the various contractors and after attending to the CTE’s observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.

## **9. Obligations**

9.1 JHARKHAND STATE POLLUTION CONTROL BOARD shall designate representatives who shall be fully acquainted with the project and have authority to communicate approvals of project construction budgets variation and technical approvals of all cases consistent with project, schedule and furnish information expeditiously.

9.2 JHARKHAND STATE POLLUTION CONTROL BOARD shall not employ any of the firm’s employees during the tenure of this contract and for a further period of one year. Also, the firm commits itself not to employ any of JHARKHAND STATE POLLUTION CONTROL BOARD employees within one year of their leaving JHARKHAND STATE POLLUTION CONTROL BOARD unless such employees or retired employees of JHARKHAND STATE POLLUTION CONTROL BOARD had already joined the firms service prior to the date of notice for pre- qualification of PMC.

## **10. Changes in the Project**

10.1 The JHARKHAND STATE POLLUTION CONTROL BOARD

without invalidating this agreement, may order changes in the project within the general scope of this agreement consisting of additions, deletions, or other revisions. All such changes in the project shall be authorized by change order.

10.2 A change order is written order to the contractors signed by JHARKHAND STATE POLLUTION CONTROL BOARD issued after the execution of this agreement, authorizing a change in the scope of the project, services to be provided.

## **11. Termination of the Contract**

If the firm fails to perform any of its obligations under this agreement and if JHARKHAND STATE POLLUTION CONTROL BOARD is dissatisfied with the services of the firm, JHARKHAND STATE POLLUTION CONTROL BOARD may terminate the services of the firm after serving a notice giving the Project Management Consultant a period of one month to wind up without prejudice to other clauses of the agreement.

## **12. JHARKHAND STATE POLLUTION CONTROL BOARD's right to perform firm's obligations and termination by the JHARKHAND STATE POLLUTION CONTROL BOARD for the cause.**

12.1 If the firm fails to perform any of its obligations under this agreement, JHARKHAND STATE POLLUTION CONTROL BOARD may terminate the services of the firm with such other action as may be available in law during which period the firm fails to perform such obligations, make good such deficiencies.

12.2 If the firm is adjudged as Clientrupt, or if they make a general assignment for the benefit of its creditors or if a receiver is appointed on account of their insolvency or persistently disregards law, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of provisions of the agreement then JHARKHAND STATE POLLUTION CONTROL BOARD may terminate the services of the firm with a notice of winding up within a period of one month without prejudice to any right or remedy and after

giving the firm and his surety, if any, seven days written notice, during which period firm fail to cure the violation, terminate the services of the consultants with a notice of winding up within a period one month and take possession of the site and may finish the project by whatever method they may deem expedite. In such case, the firm shall not be entitled to receive any further payment, if due at the time of termination, until the project is finished nor shall be relieved from his obligations assumed under this article.

12.3 The firm has been given various powers under this agreement for the completion of the project as Project Manager – cum – Monitor – cum – Supervisor and the said power shall not be deemed to be as a power of attorney for the development, construction, sale or improvement of the property.

#### **ARBITRATION CLAUSE**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If any dispute, difference, or question shall at any time arise between the PMC and the Client as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Client is final and binding, the same shall be

referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.

ii) For the purpose of appointing the (.....) based sole Arbitrator referred to above, the

Appointing Authority i.e. .... of the Client or on his behalf the Member Secretary JHARKHAND STATE POLLUTION CONTROL BOARD Local Head Office, Ranchi, Jharkhand) will send within thirty days of receipt by him of the written notice aforesaid to the Consultants a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Clients / CPSEs, CPWD, LIC, RBI etc.

iii) The PMC shall on receipt by them of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the PMC fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

iv) If the Appointing Authority fails to send to the PMC the panel of three names as aforesaid within the period specified, the Consultants shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Clients / CPSEs, CPWD,

LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the PMC accordingly. If the Appointing Authority fails to do so, the PMC shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

v) If the Arbitrator so appointed is unable or unwilling to act or resigns

his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

vi) The work under the contract shall, however, continue during the arbitration proceedings, no payment due or payable to the PMC shall be withheld on account of such proceedings except the disputed payment of fees, if any, on account of other provisions in this agreement.

vii) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

viii) The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

ix) The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place in as may be fixed by the arbitrator in his sole discretion.

x) The fees, if any, of the Arbitrator, if require to be paid before the award is made and published by paid half by each of the parties. The cost of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of cost to be so paid.

xi) The award of the Arbitrator shall be final and binding on both the parties.

xii) Subject to aforesaid, the provisions of the Arbitration and Conciliation Act 1996 or any statutory, modification of reenactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceedings under this clause.

This agreement executed the day and year first written above.

**FOR PROJECT MANAGEMENT CONSULTANTS**

SHRI:

NAME:

OFFICE ADDRESS:

WITNESS :( 1)

WITNESS: (2)

NAME:

NAME:

ADDRESS:

ADDRESS:

FOR: JHARKHAND STATE POLLUTION CONTROL BOARD

SHRI.....

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WITNESS :( 1)

WITNESS: (2)

NAME:

NAME:

ADDRESS:

ADDRESS: