



తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 8769 Dt: 27/12/2021  
SOLD TO: G.V.K. RANGARAJU  
S/o, D/o, W/o: G. CHANGARAJU  
FOR WHOM: GOKARAJU RANGARAJU INSTITUTE OF ENGINEERING & TECHNOLOGY

*D.V. Sarat Kumar*  
AH 069540

D.V. SARAT KUMAR  
LICENCED STAMP VENDOR  
Lic. No: 15-11-028/2014  
Ren. No: 15-11-004/2022  
H.No: 2-22-298/C/203, Manikanta Apts.,  
Bhagyanagar Colony, Opp: KPHB, Kukatpally,  
Medchal-Malkajgiri Dist. Cell: 966 666 2490

*Ag No: 2/SC/OCC/GHMC/2022*

Supplementary Agreement

Agreement entered on this day of 24.03.2022 (Twenty Fourth of March Two Thousand and TwentyTwo) between the M/s Gokaraju Rangaraju Institute of Engineering & Technology, having their registered office at Bachupally, Hyderabad - 500090. (Third Party Agency) and the Greater Hyderabad Municipal Corporation (Commissioner, G.H.M.C)

Sub:- 3rd Party Quality Control Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing & Works having PMCs) for Slice No:7 i.e., Div-19 & 21 (Yousufguda & Chandanagar) of GHMC.

Name of Agency: M/s Gokaraju Rangaraju Institute of Engineering & Technology

1. Set out below are the terms and conditions under which the Agency has agreed to carry out for Commissioner, Greater Hyderabad Municipal Corporation the above mentioned assignment (as per work allocated and areas allotted from time to time), specified in the attached Terms of Reference and base rate approved by the Commissioner, GHMC.

*Vandana*  
Project Manager  
Consultancy Services  
Department of Civil Engineering  
Gokaraju Rangaraju  
Institute of Engineering and Technology  
Hyderabad - 500 090  
*24/3/2022*

*24/3/22*  
Superintending Engineer  
Quality Control Circle  
GHMC.

Office of the District Registrar  
13.11.2021  
Tehsil Manager's Office



Quality Control Circle  
Organizational Branch  
G.M.C.

Hyderabad - 500 000  
Institute of Engineering and Technology  
Gokula Rangaiah  
Department of Civil Engineering  
Consultancy Services  
Project Manager

2. For administrative purpose, the Superintending Engineer, QCC, Hyderabad has been assigned to administer the assignment and to provide Agency with all relevant information needed to carry out the assignment. The services will be required for the period from 01.04.2022 or from the date of operations whichever is applicable upto 31.03.2023.

3. The Superintending Engineer, Quality Control Circle, GHMC may find it necessary to postpone or cancel the assignment and/ or shorten or extend its duration. In such case, every effort will be made to inform the firm, as early as possible, notice of any changes. In the event of termination, due to the above reason the TPQC Agency shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Agency will provide the Superintending Engineer, Quality Control Circle, GHMC with any report or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached TOR.

5. This Agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.

6. This agreement will become effective upon signing on behalf of the Agency and will terminate on 31.03.2023 or such other date as mutually agreed between the Commissioner, Greater Hyderabad Municipal Corporation and Agency.

7. Payments for the services will not exceed agreed percentage of total value of work done plus Prevailing GST (if applicable). The above cost + GST (if applicable) includes all the cost related to carrying out the services and overhead imposed on Agency. However if there is upward revision in GST, the difference between prevailing rate & revised rate shall be paid. If there is any downward revision in GST, the difference between prevailing rate & revised rate shall be adjusted.

8. In case the (Field test / laboratory tests) falls short of that stipulated in the relevant IS / BIS / ASTM / IRC / AASHTO / MORTH standards, the agency shall immediately intimate to the concerned Executive Engineer. The payment shall be arranged accordingly by the concerned field Executive Engineer by depicting the same in the memorandum of payments of the contractors bill.

9. The Agency will be responsible for appropriate insurance coverage. In this regard, the Agency shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person of damage to any property arising out of, or in connection with, the services which result from the fault of Agency or its staff. The Agency shall provide the Commissioner, Greater Hyderabad Municipal Corporation with certification thereof upon request.

10. The Agency shall indemnify and hold harmless the Superintending Engineer, Quality Control Circle, GHMC against any and all claims, demands, and/or judgments of any nature brought against GHMC arising out of the services by the Agency under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.

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GHMC.

11. The Agency agrees that, during the term of this Contract and after its termination, Agency and any entity affiliated with Agency, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

12. All reports and other documents or software submitted by the Agency in the performance of the services shall become and remain property of the GHMC. The Agency may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the Commissioner, Greater Hyderabad Municipal Corporation.

13. The Agency undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.

14. The Agency will not assign this Contract or sub-contract or any portion of it to other Laboratories and if the same is observed action will be initiated against the Agency for blacklisting in GHMC duly intimating to Govt. to dismiss / debar for five years in all departments and will be recommended to concerned for cancellation of AICTE Recognition.

15. The Agency shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Commissioner, Greater Hyderabad Municipal Corporation shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

16. The Agency agree that all knowledge and information not within the public domain which may be acquired while carrying out this Agreement, shall be, for all time and for all purpose (except when it is required to be disclosed by law), regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the written permission of the Commissioner, GHMC or any other officer authorized by the Commissioner, GHMC.

17. Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act 1996.

18. In case of abandonment of the work by the Agency, the Superintending Engineer, Quality Control Circle, GHMC will have a right to forfeit the earnest money deposited by the firm.

19. All the terms and condition will be strictly followed as per detailed NIT.

20. At any time based on the performance of the Agency, the Agency shall be terminated and the areas of work can be changed and also quantity of work can be increased or reduced by the Commissioner, Greater Hyderabad Municipal Corporation and same should be binding on the Agency, and the payment will be done on the prorata basis (as per financial offer).

21. In any circumstances, the Agency phone No. & mail ID shall not be altered for 1 year.

Place: Hyderabad

Date: 2.10.2022

(Signature of Authorized Representative on behalf of the Agency)

(Signature & Name of the Commissioner, G.H.M.C's Representative)

Superintending Engineer

Quality Control Circle

GHMC.

Project Manager

Consultancy Services

Department of Civil Engineering

Institute of Engineering and Technology

Hyderabad - 500 090

Project Manager

Consultancy Services

Department of Civil Engineering

Institute of Engineering and Technology

Hyderabad - 500 090

## TERMS OF REFERENCE

### 1. OBJECTIVES

- 1.1. The main objective of this assignment is to obtain independent assessment of the quality of all construction works executed by Contractors.
- 1.2. The 3rd party Quality Control Agency shall provide an independent assessment on the quality of the works at different stages of construction. It shall setup a quality control system with the help of prescribed testing norms through a competent team of Technical Personnel.
- 1.3. The Agency employed shall be responsible for quality control of both materials & workmanship and visual inspection of civil works at appropriate stage of construction.
- 1.4. For visual inspection of the civil works the Agency shall deploy the professionals & subordinates as per need of assignment and shall issue reports accordingly.
- 1.5. The Agency shall highlight the problem area if any, and also suggest steps/solutions for the same so as to achieve the desired standards of quality products.
- 1.6. For quality control, the Agency shall carry out testing at random (both field & laboratory) of materials used in construction work, workmanship and final product of construction work.

### 2. SCOPE OF WORK

- 2.1. The Agency or his representative shall inspect the site during progress of the work at the frequency mentioned at para 3.9 and after completion of work and closely verify whether stipulated standards of quality is maintained at site. If there is any discrepancy/ error/ omission, the Agency shall point out it with suggestions and remedial measures to the Client.
- 2.2. The Agency shall carry out independent testing (Field & Laboratory) of construction materials, workmanship and final product of work with due diligence and will report to the concerned Executive Engineer with his suggestions and remedial measures if any.
- 2.3. The Agency shall conduct the tests / checks / sampling of materials and work as per relevant IS / IRC / ASTM / MORTH / CPHEEO Standards.
- 2.4. The consultant or his representative shall inspect the sites irrespective of day and nights.

### 3. GOVERNING FACTORS

- 3.1. The job of Agency for quality control services shall be combination of field visits, testing of materials, office work, comments on construction materials, checking of test results.
- 3.2. The Agency shall timely carry out independent checking / testing of materials after collecting random sample in the presence of representative of contractor and department to ensure that specified quality is achieved. If neither departmental officer nor contractor is present at site, they shall visit the site again with due notice to the departmental officer / contractor and sampling shall be done only in their presence. Similarly testing shall be done in the presence of Q.C. Engineer /Departmental officer / Contractor. The frequency, number, location and timing of sampling shall be spread over the whole area of the work and construction period such that they will fairly represent the whole work's quality.

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G.H.M.C.

3.3 The Agency shall establish mobile testing laboratory as it will ensure testing of materials at site of work.

3.4. The Agency's team shall have considerable strength of expertise and established track record of providing quality control services.

3.5. The Agency shall appoint one manager with B.E. (Civil) with 5 years experience and two Asst. Managers with B.E.(Civil) with two years experience and other supporting technical and non-technical staff( Technical assistants -2 No's, computer operator -1 No, Lab technicians – 2 No's, Unskilled staff – 4 No's) on payrolls and logistic arrangements ( 1 vehicle for staff mobility and 1 mobile van for samples/ equipments)exclusively for this job.

3.6. The name of the personnel to be deployed along with their CV's shall be furnished to the Client / GHMC. The Client / GHMC will not consider substitute, except in case of unexpected delay on the starting date or for reasons of health or engineer leaving the Agency with the approval SE (QCC). If the team personnel is changed, the same shall be intimated to SE, QCC,GHMC immediately.

3.7. The Agency shall make unscheduled visits to ensure random surprise checks from time to time to the various works under construction subject to a minimum number of visits at frequencies as per monetary limits of the work as per the table given below: The Agency shall take photographs at the site (capturing salient view) for each visit.

**Frequency of reports: (Minimum Number)**

Sl.No.	Estimated cost of work	Work in progress	After completion of the work
1	UptoRs.10.00 Lakhs	1	1
2	Above Rs.10.00 Lakhs and upto Rs.50.00 Lakhs	2	1
3	Above Rs.50.00 Lakhs and upto Rs.200.00 Lakhs	2 reports and 1 report for every Rs.50.00 Lakhs or part thereof	1
4	Above Rs.200 Lakhs	5 reports and 1 report for every Rs.100.00 Lakhs or part thereof	1

Sampling or testing done without following the above procedure is deemed to be invalid.

During field visits, the Agency shall check and report whether work has been executed according to the drawings, designs and specifications and in line, levels as per approved drawings.

During this visits he will spend time observing the contractors working practices also. He will prepare a report on his visits on the same day as the visit takes place. This report will be submitted without delay and no case later than the following day to the concerned Superintending Engineer & Executive Engineer,Superintending Engineer(QCC) & Executive Engineer(QCD) with a copy to the concerned Chief Engineer,GHMC. The points mentioned in the report shall be checked for compliance in Subsequent visits and reported. The Agency shall make further visits as necessary to follow up particular areas of concern. One of the main objectives is to point out to the respective contractors how improvements can be made to the working practices and to resolve difficulties in an amicable manner.

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It should be remembered that time is the essence of the contract and that considerable judgement is required regarding quality aspects of the work. If contractors failed to heed advice or undertake work that is suspect which requires rectification or replacement the matter is to be immediately reported to the Concerned Superintending Engineer & Executive Engineer so that appropriate action can be taken under the terms of contract.

3.8. The Agency shall collect the samples during the concreting work of pavements for cube testing and the results (7 days/28 days) shall be mentioned in the report. The Agency shall collect the samples during the execution of BT road at different stages of work. They shall conduct the appropriate tests (BT Content test, density test etc.) and incorporate the same in the inspection report. On completion of the work, core tests shall be conducted invariably (irrespective of the outcome of cube test results) to assess the strength, thickness and Density of pavements. The core cutting tests reports shall be in detailed with all parameters.

3.9. The Agency shall develop and follow the computerized reporting and record management system and shall obtain prior approval of the same from Client/GHMC.

3.10. The Agency shall educate the field Engineers as well as contractors regarding good construction practices for maintaining the Quality of the work. The field Executive Engineer concerned will ensure that the Copies of TS/AS/Agreement/Detailed drawings are made available to the Agency.

3.11. The Agency shall furnish workwise inspection report of each visit with all details, highlighting problem area and its solution etc. to concerned Superintending Engineer & Executive Engineer with a copy to the concerned Chief Engineer, GHMC. The Agency shall be responsible for bringing out in writing, to the notice of concerned Executive Engineer, GHMC any instances of deviations from accepted quality of construction materials, workmanship and general quality of works at appropriate stages of construction / renovation.

3.12 The Agency shall submit weekly reports of their observations and inspections, highlighting the progress of the work to the concerned Superintending Engineer, GHMC. The major defects / short comings / deviations observed during the visits shall be notified immediately to the concerned Superintending Engineer & Executive Engineer and also to the S.E.QCC, GHMC and concerned Chief Engineer.

3.13 The Agency shall communicate tentative inspection schedule to the concerned Executive Engineer as well as Executive Engineer (QCD) whenever the core cutting is planned. The Agency shall also communicate the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores and BT Cores etc., well in advance to the concerned Executive Engineer, GHMC through electronic mail or SMS to enable them to witness the tests at random.

3.14 The Agency shall bring to the notice of concerned Executive Engineer, Superintending Engineer and Chief Engineer, GHMC immediately, if any work is found being executed with change of specifications or change of site without approval of competent authority. If in his opinion it is found necessary to change specifications or modify design, the same shall be brought to the notice of concerned Executive Engineer if the work is below Rs.50.00 Lakhs and the Superintending Engineer if the work value is exceeding Rs.50.00 Lakhs. In both cases the information shall be furnished to concerned Chief Engineer, GHMC.

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3.15 A consolidated monthly statement showing the dates of visit i.e. 1st visit, 2nd visit, and 3rd visit and so on for all the sites shall be submitted to the Concerned Chief Engineer, Superintending Engineer and Superintending Engineer(QCC),GHMC.

3.16 After the work is completed Agency shall issue final Quality Control report after due verification of various items of work. The final report shall consist of action taken report of site engineers if any on the earlier reports, lab and field test results on the finished products and general comments on overall quality of work based on visual inspection.

3.17 Reports of material testing should be provided by 3rd party Quality Control Agency to concerned Superintending Engineer & Executive Engineer with a copy to the Chief Engineer, GHMC.

3.18 In respect of RCC / SWG pipes and Manhole covers, the Agency shall visit the factory to witness the tests conducted and the results shall be incorporated in the inspection report. The Agency shall inform the Executive Engineer (QCD) & the Superintending Engineer (QCC) whenever such inspections are planned. The Executive Engineer (QCD)/ the Superintending Engineer (QCC) shall also visit the factory to witness such tests for some works selected at random.

3.19 In respect of RMC and Hot Mix Asphalt, the Agency shall verify the materials suitability and mix designs at plants, also the Agency shall verify the batch sheets and the same shall be mentioned in the inspection report. The Agency shall endorse on such batch sheets that the verification is done. Scanned copies of all such verified documents shall be communicated to the concerned Executive Engineer, Executive Engineer (QCD) & the Superintending Engineer (QCC) through electronic mail.

3.20 The Agency shall test all construction materials, pavement tiles, paver blocks, kerbing blocks, precast divider blocks etc. and if any.

3.21 The cement used in construction work should be fresh and not older than 3 months. It should be ascertained by 3rd party Quality Control Agency and mentioned in the inspection report also.

3.22 From starting of work to the completion, photographs of work should be taken in every visit at different stages and enclosed with the respective inspection reports

3.23. The concerned Executive Engineer will furnish the completion plan to the 3<sup>rd</sup> party Agency/ Departmental Q.C.C wing only after the approval of deviation statement and Final Bill Abstract is finalized.

3.24. The Superintending Engineer, Quality Control Circle, GHMC has right to modify the terms and conditions, if any and the same are binding on all the Third Party Quality Control Agencies.

3.25. If any QC Reports issued by the Agency are found false /manipulated, resorted to fraud / corruption in delivering the services, Penal action / Criminal action will be initiated for blacklisting in GHMC duly intimating to Govt. to dismiss / debar for five years in all departments and will be recommended to concerned for cancellation of AICTE Recognition .

3.26. If delay is more between sample collection date and date of mailing report, it will attract penalty and initiating suitable action.

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#### 4. SCHEDULE FOR COMPLETION OF ASSIGNMENT

The time schedule for completion of job is one year from the date of commencement; however GHMC got the discretion for pre-closure or extension based on the performance of the Agencies.

#### 5. FORMATS

5.1 For Easy Identification, saving and retrieving of report files very fast and in order:

- i) Numbering of Reports.
  - a) TPQC abbreviation (Agency abbreviation).
  - b) Pertaining to the Division (e. g: Projects, Maintenance, Irrigation, Housing and H&S).
  - c) Year – 2022-23.
  - d) Sl.No. of report issuing register of TPQC
  - e) With suffix "N"(for Normal Reports), "R" (where recovery requires), "A" (where Reject/ Replacement and ATR(Action Taken Report) requires).

**Note:** Whenever report issued with suffix "A", subsequent inspections shall be done only after receipt of ATR from concerned Executive Engineer and counter Signed by Concerned Superintending Engineer.

**Ex:ESC/DIV-1/2022-23/1-N.**

5.2 The workwise Inspection Reports shall include the following details along with **photographs**:

- a. Inspection Report No.
- b. Name of the work.
- c. Estimated Cost.
- d. Contract Value.
- e. Tender Premium.
- f. Name of the construction agency.
- g. Work order No. and WIN Code.
- h. Names of the Incharge GHMC Engineers.
- i. Observations, action taken on earlier observations, remedial measures, suggestive measures.
- j. Standard formats meeting the requirements of respective IS/IRC/ ASTM / MORTH standards shall be used for test reports (field tests as well as laboratory tests). While mentioning the gradation / strength / thickness / density etc the target values & tolerances (if any) as per specifications/ IS/IRC/ASTM or MORTH standards shall be mentioned.

5.3 Weekly abstracts shall incorporate the following:

- (a) Physical progress.
- (b) No. of tests carried out along with results.
- (c) Summary of observations.
- (d) Recommended remedial measures.

5.4 Consolidated Monthly Reports shall incorporate the No. of visit i.e. 1<sup>st</sup> visit, 2<sup>nd</sup> visit, and 3<sup>rd</sup> visit and so on for all the sites.

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## 6. SUBMISSION OF REPORTS:

The Agency shall submit their reports along with the site photographs through e-mail at one go from time to time as follows:

6.1 To the Concerned Superintending Engineer & Executive Engineer, Superintending Engineer (QCC) & Executive Engineer (QCD)- All workwise Inspection Reports.

6.2 To the Concerned Superintending Engineer -Weekly Abstracts.

6.3 To the Concerned Chief Engineer, GHMC& Superintending Engineer, Quality Control Circle- consolidated Monthly reports.

## 7. PAYMENT SCHEDULE

7.1 The payment to the Agency in consideration of the services offered by them shall be made along with reports. For this purpose, Agency shall open a separate Bank Account in the respective Branch of the SBI where the GHMC accounts are operated and communicate the Account No. to the concerned Executive Engineer.

7.2 Payment shall be @ the agreed %age for each report as per the frequency prescribed (for running reports at 80% of eligible amount for each report and for final report – the balance amount based on total value of work executed) as detailed below irrespective of Contractor's bills.

- For Running Payments :

$$= 0.8 \times \left\{ \text{present value of work done} \times \left\{ \frac{\text{No of Reports issued}}{\text{No. of Reports Prescribed During Progress}} \right\} \times \% \text{ of Consultancy Charges Applicable} \right\}$$

- For Final Payment :

$$= \left\{ \text{Total value of work done} \times \left\{ \frac{\text{Total No. of Reports issued}}{\text{Total No. of Reports Prescribed}} \right\} \times \% \text{ of Consultancy Charges applicable} \right\} - \text{Payments already made for all running reports}$$

7.3 The Agency shall furnish invoice addressing to the concerned Executive Engineer along with each report. Rates agreed shall be firm till the completion of the contract inclusive of transportation, photography, documentation, stationary, accommodation, fuel, communication charges and other incidental expenses etc.

7.4 The concerned Executive Engineer will prepare a statement showing the details of the payments workwise made to the Agency during a calendar month and furnish copies of such statements by 7<sup>th</sup> of the succeeding month to Agency for reconciliation, under intimation to concerned Superintending Engineer & the Superintending Engineer (QCC). The Agency shall verify the same, countersign and return the same to the Executive Engineer, by 20<sup>th</sup> of that month, under intimation to the concerned Superintending Engineer and the Superintending Engineer (QCC).

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## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings:

- a. "Applicable Law" means the laws of India and the State of Telangana and Greater Hyderabad Municipal Corporation (GHMC).
- b. "Client" or "Employer" means Commissioner, GHMC or any authorised authority representing GHMC.
- c. "Agency" means the agency which has entered into contract with GHMC to provide 3<sup>rd</sup> Party QC Services.
- d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of India or Government of Telangana as appropriate to the context;
- g. "Local currency" means Indian Rupees;
- h. "Party" means the client or the Agency, as the case may be, and Parties means both of them;
- i. "Personnel" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;
- j. "SC" means the Special Conditions of Contract by which these General conditions of Contract may be amended or supplemented;
- k. "Services" means the work to be performed by the Agency's pursuant to this contract as described in the Clause 3.0 of SC;

#### 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 1.3. Language - English

#### 1.4 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

#### 1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the client or the Agency shall be taken or executed only by the authorized representative of Agency.

### 2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

#### 2.1 Commencement of Services

The Agency shall begin the Third Party Quality Control Services from 01.04.2022

#### 2.2 Modification.

Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the client and the Agency.

#### 2.3 Force Majeure

2.3.1 The Terms and conditions mutually agreed upon this contract shall be subject to Force Majeure

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2.3.2 Neither client nor the Agency shall be considered in default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any government or of any sub division thereof or an order by court of law, any act of god and state or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

2.3.3 Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications on this contract.

2.3.4 In the event of force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest and shall put in their best efforts towards mitigating the cost incurred by the other party.

#### 2.4. Termination.

##### 2.4.1. By the client

The client may terminate this contract, by not less than fourteen (14) days written notice of termination to the Agency, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

(a) If the Agency do not remedy the failure in the performance of their obligation under the contract, within thirty (30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing.

(b) If the Agency become insolvent or bankrupt.

(c) If, as the result of force majeure, the Agency is unable to perform a material portion of the services for a period of not less than fourteen (14) days.

(d) If the Agency, in the judgement of the client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause

" Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection or in contract execution.

"Fraudulent Practice" means misrepresentation of facts in order to influence a selection process or the execution of contract to the detriment of the client, and includes collusive practice among Agencies (prior to or after submission of proposals) designed to establish prices at artificial non competitive levels and to deprive the client of the benefits of free and open competition.

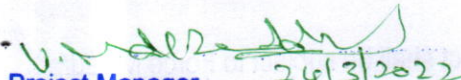
##### 2.4.3. Termination:

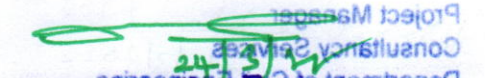
If the contract is terminated because of a fundamental breach of contract by the Agency, all amounts due to the Agency till the date of termination including bid security will be forfeited.

### 3.0 OBLIGATIONS OF THE AGENCY'S

#### 3.1 General

The Agency shall perform the Third Party Control Services for all works costing more than Rs. 5.00 lakhs or as specified by the client. The Agency shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional Techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Agency shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client. The Agency shall take all steps to take action in accordance with the agreement of works contract between Municipal Corporation and works contractor.

  
Project Manager  
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Institute of Engineering and Technology  
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Suprintending Engineer  
Quality Control Circle  
K.M.G.M.C.  
Hyderabad - 500 090

### 3.2 Conflict of Interests

The consultancy fee of the Agency sole consultancy fee in connection with this contract or the services, and the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract.

### 3.3 Confidentiality.

The Agency, and the personnel of either of them shall not, either during the term or within one (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the clients business or operations without the prior written consent of the client.

### 3.4 Agency's actions requiring Clients Prior Approval

The Agency has to obtain prior approval from the client

- i) For conducting special tests at any recognized laboratories at no extra cost and owning the responsibility for the correctness of the report
- ii) For engaging any retired / in service Government engineers of GHMC.

### 3.5 Reporting system

The Agency shall submit the test reports with their remarks directly to the client/clients representative as per TOR. The Agency would collect the information from the project site through detailed formats by carrying out relevant tests and base information along with data will be submitted to the client/ client's representative. All the information, work wise, would be documented in a register.

3.6 Documents prepared by the Agency will be the property of the client. All reports and other documents submitted by the Agency would remain the property of the client.

## 4.0 AGENCY'S PERSONNEL

As per the terms of reference adequate manpower would be deputed on the project site to carryout necessary tests and preparation of reports. The Agency would depute adequate manpower and other resources at respective locations based on work load and specific requirement. All the liabilities of manpower working on the project would be with Agency.

## 5.0 PAYMENTS TO THE AGENCY

The payment along with service tax (GST) (if applicable) would be made to the Agency as specified in the payment schedule of TOR

## 6.0 SETTLEMENT OF DISPUTES

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Committee comprising Engineer in Chief , OSD(H) , Chief Engineer(P),GHMC and Agency. If the dispute is not resolved in that case it shall be referred to adjudication / arbitration in accordance with Indian arbitration and conciliation Act 1996.

## 7.0 Price & Payment Schedule

### 7.1 Consultancy fee:

The Agency's fee for the Quality Control services will be paid at the approved rate on the value of work executed at site.

### 7.2 Goods & Service Tax (GST):

Only Goods and Service Tax (GST) will be paid extra. Any other taxes applicable shall be borne by the

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GHMC.

Agency only from his consultancy fee. The Agency would deposit the Goods & Service Tax (as applicable) on receipt of payment to the Government of India and the copy of the remittance challan would be submitted to the Concerned Executive Engineer, GHMC as a proof of payment of service tax. The GST will not be paid extra to the GST exempted institution.

#### 7.3 Payment Schedule:

The Agency shall raise the invoice duly showing the Consultancy fee and Goods and Service tax (if applicable) separately along with report certifying the quality of work. The Concerned Executive Engineer would make the payment to Agency along with the work bill of Construction Agency.

7.4 Standard deductions: Mandatory deductions Income Tax, VAT as applicable will be deducted from the consultancy fee and a certificate will be issued to this effect.

#### 8.0 Indemnity:

In case the quality of any work is found inferior during the Quality check by the client's QC wing or State Vigilance department or by any authority where the Agency have passed satisfactory remarks in their inspection reports, the entire consultancy fee including Goods & Service Tax (GST) will be recovered from the Agency apart from a penalty of 10% of consultancy fee. The Agency shall execute indemnity bond to this effect.

#### 9.0 Reporting System

Documentation of yearly work-wise final sets of reports along with photographs taken during and after execution with both soft and hard copies in three sets would be submitted to the client after completion of financial year.

#### 10.0 Other Conditions:


10.1 The Agency reporting shall be of recommendatory nature informing the client about the quality of materials, based on results and field observations.

10.2 The construction schedule of various works for which quality inspection is required will be given to the Agency by the respective Executive Engineer in advance. The programme of critical activities to be executed for the consequent month will also be given in advance.

10.3 In case of emergency, Agency will have to submit specific report of that concerned work as indicated by the client.

#### 11.0 Period of Agreement:

One year from the date of commencement and can be extended to such duration as felt by client from time to time on mutual agreement. However, GHMC reserves the right to pre-close the agreement at any time.

  
24/3/2022  
**Project Manager**  
**Consultancy Services**  
**Department of Civil Engineering**  
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**Superintending Engineer**  
**Quality Control Circle**  
**GHMC.**

### Schedule of Rates

The category wise consultancy charges are payable at the following rates as worked out from the formula prescribed in Bid Document.:

Percentage on the value of work done (GST will be paid extra as applicable)

Sl.No.	Estimated cost Rs. (In Lakhs)	TPQC Charges (in %)
1	Above 5.00 up to 10.00	0.216
2	Above 10.00 up to 50.00	0.18
3	Above 50.00 up to 200.00	0.144
4.	Above 200.00	0.09

**Note:** The term "Agency" wherever used shall be read as M/s Gokaraju Rangaraju Institute of Engineering & Technology.

Place: Hyderabad

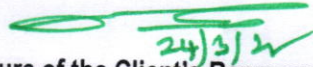
Date: 24-03-2022



(Signature of Authorized Representative

on behalf of the Agency)

Project Manager  
Consultancy Services  
Department of Civil Engineering  
Gokaraju Rangaraju  
Institute of Engineering and Technology  
Hyderabad - 500 090



(Signature of the Client's Representative)

**Superintending Engineer**

**Quality Control Circle**

**K. V. GHMC.**

