

తెలంగాణ తెలంగాణ TELANGANA

SI. No: 8780 Dt: 27/12/2021
SOLD TO: G. V. K. Ranga Raju
S/o, D/o, W/o: G. Ganga Raju (R/O H V)
FOR WHOM: GOKA RAJU (ASLAVATHI WOMENS ENGINEERING College)

[Signature]
AH 069551

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

Agreement No: 1/SE/RCC/GHMC/CRMP/2022

Supplementary Agreement

Agreement entered on this day of 24.02.2022 (Twenty Fourth of February Two Thousand and Twenty Two) between the Consultant, having their registered office at Bachupally, Hyderabad - 90 (Third Party Consultant) and the Greater Hyderabad Municipal Corporation (Commissioner, G.H.M.C)

Subject - 3rd Party Quality Control Services for Package-3 (Khairtabad-I Zone) of CRMP Works undertaken by GHMC for 3 years.

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

1. Set out below are the terms and conditions under which the Consultant 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.

2. For administrative purposes the Superintending Engineer, QCC, Hyderabad has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required for 3 years period from 13.03.2022 or from the date of operations whichever is applicable upto 31.03.2025.



[Signature]
24/02/22
Superintending Engineer
Quality Control Circle
GHMC.

Office of the District Registrar
13 JUL 2024
Breda-Haarlem-Dijk District

Office of the Sub-Registrar
15 JUL 2024
Breda-Haarlem-Dijk District

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subpart...
Quality Control
2024

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 Consultant 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 of this agreement on behalf of the Consultant and will terminate on 31.03.2025 for 3 years or such other date as mutually agreed between the Commissioner, Greater Hyderabad Municipal Corporation and Consultant.

7. Payments for the services will not exceed agreed percentage of total value of work done plus Prevailing GST. The above cost + GST includes all the cost related to carrying out the services and overhead imposed on Consultant. 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 payment shall be arranged accordingly by the concerned field Executive Engineer by depicting the same in the memorandum of payments.

9. The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant 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 or damage to any property arising out of, or in connection with, the services which result from the fault of Consultant or its staff. The Consultant shall provide the Commissioner, Greater Hyderabad Municipal Corporation with certification thereof upon request.

10. The Consultant 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 Consultant under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.

11. The Consultant agrees that, during the term of this Contract and after its termination, Consultant and any entity affiliated with Consultant, 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.

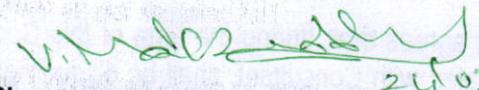


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K. S. GHMC. 2

12. All reports and other documents or software submitted by the Consultant in the performance of the services shall become and remain property of the GHMC. The Consultant 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 Consultant 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 Consultant will not allow Sub-Contracting / staff not authorized by GHMC in collecting samples / testing of samples/any part of this job.
15. The Consultant 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 Consultant 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 Consultant, 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 Consultant, 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 Consultant, and the payment will be done on the prorata basis (as per financial offer).
21. In any circumstances, the Consultant phone No. & mail ID shall not be altered for 3 years.

Place: Hyderabad

Date: 24/02/2022


 (Signature of Authorized Representative on behalf of the Consultant)



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


 Superintending Engineer
 Quality Control Circle
 GHMC

TERMS OF REFERENCE

1. OBJECTIVES.

The main objective of this assignment is to obtain independent assessment of the quality of all construction works executed by Contractors.

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.

The consultant employed shall be responsible for quality control of both materials & workmanship and visual inspection of CRMP works at appropriate stage of construction.

For visual inspection of the CRMP works the consultant shall deploy the professionals & subordinates as per need of assignment and shall issue reports accordingly.

The consultant 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.

For quality control, the consultant 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 consultant or his representative shall inspect the sites before commencement of work, during progress of the work 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 consultant shall point out it with suggestions and remedial measures to the Client.

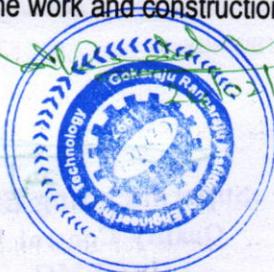
2.2. The consultant shall carry out independent testing (Field & Laboratory) of construction materials, workmanship and final product of work with due diligence and will report to the concerned Executive Engineer with his suggestions and remedial measures if any.

2.3. The consultant shall conduct the tests / checks / sampling of materials and work as per relevant IS / IRC / ASTM / MORTH / CPHEEO Standards.

3. GOVERNING FACTORS

3.1. The job of consultancy for quality control shall be combination of field visits, testing of materials, office work, comments on construction materials, checking of test results.

3.2. The consultant 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 or departmental officer or 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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3.3. The consultant shall furnish details about the testing equipment, skilled & unskilled persons with their qualifications & experience engaged by him for testing of samples.

3.4 The consultant shall establish **mobile testing laboratory** as it will ensure testing of materials at site of work.

3.5. The consultant shall provide methodology for Quality Control inspection and material testing.

3.6. The consultancy team shall have considerable strength of expertise and established track record of providing quality control services.

3.7. The consultant shall appoint one manager with B.E. (Civil) with 5 years experience as Q.C. Engineer and two Asst. Managers with B.E.(Civil) with two years 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) and logistic arrangements (1 vehicle for staff mobility and 1 mobile van for samples/ equipments)exclusively for this job.

3.8. The name of the personnel 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 of Superintending Engineer (QCC), GHMC.

3.9. The consultant 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 tests as per the table given below: The consultant shall take photographs at the site (capturing salient view) for each visit.

Frequency of tests: (Minimum Number)

Sl.No.	Type of work	Test	Frequency
1	BT Road	Binder content	For every 750 Cum
		Density test	For every 1500 Cum
		Gradation	Monthly
		Material testing	Monthly
		Bitumen test	Monthly
		Emulsion test	Monthly
		Any other tests	As per SS/IRC/MORTH
2	CC Road	Material testing	Monthly
		Cubes testing	1 sample per stretch
		Extracting cores & testing	2 cores for every 150 cum.
		Any other tests	As per SS/IRC/MORTH
3	Other Road Infrastructure Development Works	Once in Fortnight	

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

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



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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 with a copy to the Engineer-in-Chief, GHMC. The points mentioned in the report shall be checked for compliance in subsequent visits and reported. The consultant 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. 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 & Engineer-in-Chief, GHMC so that appropriate action can be taken under the terms of contract.

3.10. The Consultant shall take action for casting cubes during the concreting work of pavements. 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.

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

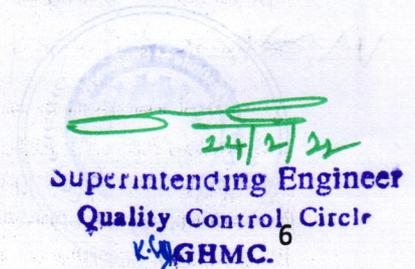
3.12 The consultant shall educate the field Engineers as well as contractors regarding good construction practices for maintaining the Quality of the work. The field Executive Engineer concerned will ensure that the Copies of TS/AS/Agreement/Detailed drawings are made available to the Consultant.

3.13 The consultant 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 Engineer-in-Chief, GHMC. The consultant 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.

3.14 The consultant shall submit weekly reports of his observations and inspections, highlighting the progress of the work to the concerned Superintending Engineer, GHMC. The major defects / shortcomings / deviations observed during the visits shall be notified immediately to the concerned Superintending Engineer & Executive Engineer and also to the Superintending Engineer, QCC, GHMC and Engineer-in-Chief, GHMC.

3.15 The consultant shall communicate tentative inspection schedule to the concerned Executive Engineer as well as Executive Engineer (QCD) whenever the core cutting is planned. The Consultant shall also communicate the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores, BT samples 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.

3.16 The consultant shall bring to the notice of concerned Superintending Engineer and Engineer-in-Chief, GHMC immediately, if any work is found being executed with change of specifications and / 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, the Superintending Engineer and the information shall be furnished to Engineer-in-Chief, GHMC.

3.17 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 Engineer-in-Chief, GHMC and to the Superintending Engineer(QCC),GHMC and concerned Superintending Engineer.

3.18 Reports of material testing should be provided by 3rd party consultant to concerned Superintending Engineer & Executive Engineer with a copy to the Engineer-in-Chief, GHMC.

3.19 In respect of RCC pipes, tiles etc., the Consultant shall visit the factory to witness the tests conducted and the results shall be incorporated in the inspection report. The consultant 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.

3.20 In respect of RMC works, the Consultant shall verify the materials suitability and mix designs at plants, also the Consultant shall verify the batch sheets and the same shall be mentioned in the inspection report. The Consultant 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.

3.21 In respect of BT roads, the consultant shall inspect the Hot Mix plant and verify the mix designs, relevant tests as per IS Codes on PMB, VG-30 and aggregates etc. and the same shall be mentioned in the inspection report. 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.

3.22 The Consultant shall test all construction materials, paver blocks, kerbing blocks, precast divider blocks etc. and if any.

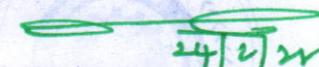
3.23 The cement used in construction work should be fresh and not older than 3 months. It should be ascertained by 3rd party consultant and mentioned in the inspection report also.

3.24 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

3.25. 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.

3.26. If any test results reported by consultancy agency during or after tenure are found false, resorted to fraud / corruption in delivering the services, Penal action / Criminal action will be initiated duly intimating to Govt. to dismiss / debar for five years in all departments and that consultancy agency will be recommended to concerned for cancellation of AICTE Recognition and GST registration.




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4. SCHEDULE FOR COMPLETION OF ASSIGNMENT

The time schedule for completion of job is three years from the date of assignment, however GHMC got the discretion for pre-closure.

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 / Zone.
 - 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).

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

5.2 The Inspection Reports shall include the following details:

- a. Inspection Report No.
- b. Name of the work
- c. Estimated Cost
- d. Name of the construction agency
- e. Work order No.
- f. Names of the Incharge GHMC Engineers
- g. Observations, action taken on earlier observations, remedial measures, suggestive measures
- h. 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. 1st visit, 2nd visit, and 3rd visit and so on for all the sites.

V. S. Reddy
24/02/2022



K. S. Reddy
24/2/22
Superintending Engineer
Quality Control Circle
K. S. GHMC.

6. SUBMISSION OF REPORTS TO

The consultant shall submit their reports(one each for every visit)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), GHMC - All Inspection Reports

6.2 To the Concerned Superintending Engineer, GHMC -Weekly Abstracts

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

7. PAYMENT SCHEDULE

The payment to the consultant in consideration of the services offered by them shall be made on line . For this purpose, the Consultant 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.

Payment shall be made by the concerned Nodal Executive Engineer @ the agreed %age on the value of work done.

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.

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

V. K. Reddy
24/02/2022



[Signature]
24/2/22
Superintending Engineer
Quality Control Circle
GHMC.



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. "Consultant" means the agency which has entered into contract with GHMC to provide 3rd 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 Consultants, as the case may be, and Parties means both of them;
- i. "Personnel" means persons hired by the Consultants or by any Sub Consultant 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 Consultants 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 Consultants shall be taken or executed by the authorized representative of consultant.

2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Commencement of Services

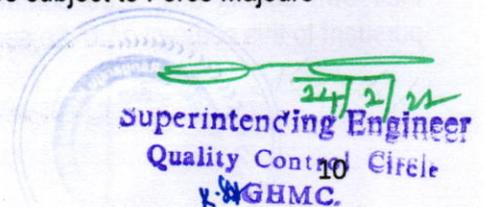
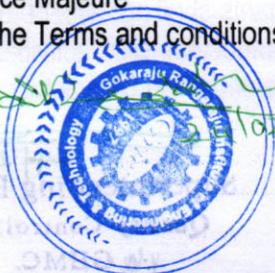
The Consultants shall begin carrying of the services w.e.f 13.03.2022.

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 consultant.

2.3 Force Majeure

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



2.3.2 Neither client nor the consultant 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 consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

(a) If the consultants 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 consultants become insolvent or bankrupt.

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

(d) If the consultants, 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 consultants (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. Payment upon Termination:

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

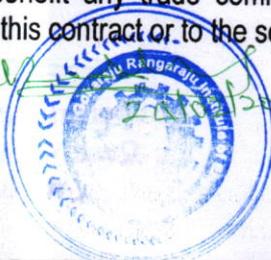
3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Conflict of Interests

The consultancy fee of the consultants pursuant to clause 5 shall constitute the consultants sole consultancy fee in connection with this contract or the services, and the consultants 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.



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GHMC.

3.3 Confidentiality.

The consultants, 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 Consultants actions requiring Clients Prior Approval

The Consultant 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 Telangana.

3.5 Reporting system

The Consultants shall submit the test reports with their remarks directly to the client/clients representative as per TOR. The Consultant 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 consultants will be the property of the client. All reports and other documents submitted by the consultants would remain the property of the client.

4.0 CONSULTANTS 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 consultant 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 consultant.

5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant along with service tax (GST) would be made to the consultant 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, Chief Engineer(P), OSD(H), GHMC and consultant. 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 Consultant's fee for the Quality Control services will be paid at the approved rate on the value of work executed at site.

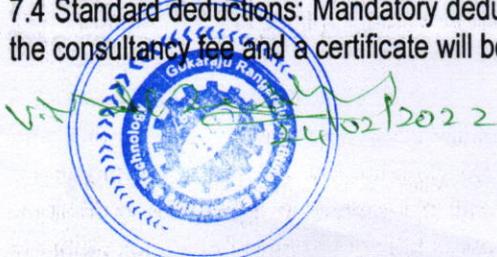
7.2 Goods & Service Tax(GST):

Only Goods and Service Tax(GST) will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee. The Consultants 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 Municipal Corporation as a proof of payment of service tax.

7.3 Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee and Goods and Service tax separately along with final report certifying the quality of work. The client would make the payment to consultant 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.



24/6/22
Superintending Engineer
Quality Control Circle
GHMC. 12
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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 consultants have passed satisfactory remarks in their inspection reports, the entire consultancy fee including Goods & Service Tax(GST) will be recovered from the consultant apart from a penalty of 10% of consultancy fee. The consultancy shall execute indemnity bond to this effect. The Consultant shall execute indemnity bond to this effect. The Agency shall be terminated immediately from rendering TPQC Services for CRMP works duly intimating to Govt. to dismiss / debar for five years in all departments and that Consultant will be recommended to concerned for cancellation of AICTE Recognition for 3 years

9.0 Reporting System

Documentation of yearly work-wise final sets of reports along with photographs taken before, 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 consultant's 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 consultants by the respective Executive Engineer 15 days in advance. The programme of critical activities to be executed for the consequent month will also be given 15 days in advance.

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

11.0 Period of Agreement:

The period of agreement is for 3 years from the date of entering into agreement. However, GHMC reserves the right to close the agreement at any time.

V. Malleshwari
24/12/2022



[Signature]
24/12/22
Superintending Engineer
Quality Control Circle
GHMC.

[Faint signature]
Superintending Engineer
Quality Control Circle
GHMC.



Schedule of Rates

Subject - 3rd Party Quality Control Services for Package-3 (Khairtabad-I Zone) of CRMP Works undertaken by Greater Hyderabad Municipal Corporation for 3 Years.

For PackageNo: 3 (Khairtabad-I Zone)

Third Party Quality Control Consultancy Service Charges of the M/s Gokaraju Rangaraju Institute of Engineering & Technology, Hyderabad is 0.126% on the value of work done.

Note: The term "Consultant / Agency" wherever used shall be read as M/s GokarajuRangaraju Institute of Engineering & Technology, Hyderabad.

Place: Hyderabad

Date: 24-02-2022


(Signature of Authorized Representative
on behalf of the Consultant)


(Signature & Name of the Client's
Representative)
Superintending Engineer
Quality Control Circle
K.94 GHMC.

