

# **Tender Schedule**

## **RAMAGUNDAM MUNICIPAL CORPORATION**

Tender Notice No:70/SE/QCC/RMC/3<sup>rd</sup> Party/2017      Dated: 18.09.2017

**Subject: 3rd party quality control Services for Civil Works of  
Ramagundam  
Municipal Corporation.**

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# Part I

## Technical Proposal

**RAMAGUNDAM MUNICIPAL CORPORATION**

**TENDER NOTICE**

**2<sup>nd</sup> Call**

NIT No. **70/SE/QCC/RMC/3<sup>rd</sup> Party/2017**

Dated: **18.09.2017**

**Subject: 3rd party quality control Services for Civil Works of RMC.**

The Commissioner, Ramagundam Municipal Corporation invites tenders for **3rd party quality control Services for Civil Works of Ramagundam Municipal Corporation** (works costing above Rs.1.0 Lakhs). Reputed Agencies / Engineering Colleges who are willing to offer their services shall submit complete details in prescribed formats provided in the tender document which can be downloaded from the website [ramagundamcorporation.in](http://ramagundamcorporation.in). The electronic form (PDF format) of Tender document complete in all respects should be submitted to email:ramadundam.corporation@gmail.com on or before **12.10.2017** up to 5.00P.M. The technical bids will be opened on the same day at 5.30 P.M.

Any further information may be obtained from the Superintending Engineer, RMC during office working hours (7893410055).

Date: **18.09.2017**

Ramagundam.

Sd/-  
Commissioner  
Ramagundam Municipal Corporation

## RAMAGUNDAM MUNICIPAL CORPORATION

### Tender Notice cum General Instructions to Tenderers

**Subject: 3rd party quality control Services for Civil Works (costing above Rs. 1.00 Lakhs) undertaken by RMC.**

1. The Commissioner, Ramagundam Municipal Corporation invites Tenders from Reputed Engineering Colleges and private agencies *experienced in offering third party Quality Control Services to Govt. Departments* for 3rd party quality control of **Civil Works (costing above Rs.1.00 Lakhs) undertaken by RMC.**

1. **Background:** Ramagundam Municipal Corporation is established in 2010.. The jurisdiction of RMC is spread over an area of 95sq.km. RMC is undertaking large no.of civil works involving huge expenditure. The following table shows the works taken up by RMC during the last 3years:

Fin Year	Sanctioned Works	
	No	Amount (Rs. In Lakhs)
2015-16	276	2500.00
2016-17	300	3000.00
2017-18		5000.00(expected)

The general categories of works taken up by RMC are as follows:

- a) Cement Concrete Pavements
- b) Bituminous Road Works
- c) Under Ground Drainage
- d) Storm Water Drains
- e) RCC Buildings
- f) Culverts & Bridges
- g) Solid Waste Management Works
- h) Other civil works.

RMC intends to engage independent 3<sup>rd</sup> party agency to assess the quality of works executed in RMC area and to take necessary remedial measures in case of shortfalls in quality if any found apart from utilising their services to educate RMC Engineers and construction agencies and contractors so as to take the standards of quality to national standards.

### 2. Purpose:

- Independent assessment of quality of construction works by third party agency to ensure that the Civil Works are constructed with good construction materials & as per desired standards of quality construction, to motivate Contractor to achieve above aspects.
- The 3rd party quality control agency shall provide an independent assessment of the quality of Civil Works at different stages of construction. The agency shall setup a quality control system with the help of prescribed testing norms laid through a competent team of appropriate technical personnel. The agency/agencies engaged shall be responsible for assessing quality

of basic input materials, workmanship and final product by conducting appropriate tests (both field & laboratory) including periodical supervision at appropriate stage of construction.

- The consultant shall deploy the professionals & subordinates as per need of assignment and shall issue report of on-going and completed works.
- During pre construction inspection, the consultant shall highlight the problem area if any, and also suggest steps/ solution for the same so as to achieve the desired target of quality.

### 3. Qualification criteria for participating in the Tenders

- a. Consultancy firm should be in existence at least for the last 5(five) years in the field of Consultancy for Civil Works.
- b. The Consultant should have experience of Third Party Quality Control services for civil works for a minimum period of 3(three) years out of which at least one year in Govt. Sector during the preceding 5 years.
- c. The average annual financial turnover of the firm on all civil engineering consultancy works shall not be less than Rs.1.00Cr in the last five years. The tenderers should submit latest Audited Balance Sheet duly certified by the Chartered Accountant.
- d. The firm shall have owned or tied up with any laboratory at in Telangana state that has accreditation by **National Accreditation Board for Testing and Calibration Laboratories (NABL)** or any Government Engineering college laboratory with 5 years of existence in Telangana.
- e. The Consultancy firm shall have valid registration of GST.
- f. The Firm / Company should be able to setup Laboratory in Ramagundam/Godavarikhani with all testing facilities required for all types of municipal works.
- g. The consultant shall be able to appoint one manager with BE(Civil) and 3 years experience as QC Engineer apart from other supporting technical and non-technical staff exclusively for this job for RMC.

*In case of Universities / reputed Engineering Colleges*

- a) The University / reputed Engineering College is existing for the past 5 years in case of Govt. colleges and 10 years in case of private colleges and shall be located within 100 KM of RMC limits. If it is located beyond 100 KM, it should be able to setup Laboratory in Ramagundam/Godavarikhani with all testing facilities required for all types of municipal works.
- b) The University / reputed Engineering College should provide evidence of similar work experience of Quality Control Certification during the preceding 5 years.
- c) The University / reputed Engineering College shall be able to appoint one manager with BE(Civil) and 3 years experience as QC Engineer apart from other supporting technical and non-technical staff exclusively for this job for RMC.

**Note:**

- i. In support of qualifying criteria, the details and certificates are to be furnished as per the proforma available in the tender schedules.
- ii. The bidder is subjected to be disqualified and liable for blacklisting and forfeiture of bid security, if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements.
- iii. Even while currency of the contract, if found that the agency had produced False/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of Bid security and all the amounts due to him.
- iv. The bidder should submit a copy of PAN CARD and a copy GST registration.
- v. Sub-Contracting is not allowed.
- vi. RMC reserves the right to relax the conditions uniformly if required for eligibility of the bidders in the public interest. The bidder(s) shall not have any right to question the decision taken by the RMC in this regard.

**4(a) Bid Processing Fee:** The consultant shall pay bid processing fee (non-refundable) of Rs.5000/- to Ranagundam Municipal Corporation SBH bank A/c No.52116295395, IFSC code:SBHY0020321 through net-banking (NEFT or RTGS) only. They should upload along with technical bid the proof of having paid bid processing fee online. Bids without bid processing fee will summarily be rejected.

**(b) Bid Security:** The successful consultant shall pay bid Security of Rs. 1.00 lakhs [DD may also be allowed] in the form of irrevocable Bank Guarantee by a Nationalised Bank with one year validity period in favour of the Commissioner, RMC, Hyderabad at the time of entering into agreement. Universities / reputed Engineering Colleges are exempted from furnishing bid Security.

5. The following documents are enclosed to enable the agencies to submit their proposal:

- 1) Terms of reference (TOR)
- 2) General Conditions of the Contract
- 3) Forms-1-5
- 4) A Sample Form of Contract

6. The submission of the proposals: The proposals shall be submitted in two parts viz., Part 1: Technical and Part II: Financial and should follow the procedure given below:

6.1. The "**Technical**" and "**Financial**" proposals must be submitted separately (with respective marking in the bold letters) in the prescribed formats / schedules given in the supplementary information for Agencies. The "**TECHNICAL PROPOSAL**" should include the description of the Agency, the Agency's experience in the field of assignment and qualification criteria in the prescribed formats and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference, bid processing fee proof. The technical bid should not contain any cost information whatsoever. The "**FINANCIAL PROPOSAL**" must contain only price offer for the services.

Both technical and financial bids shall be in electronic form (PDF form with different password protection) and shall be sent to the email: [ramagundam.corporation@gmail.com.on](mailto:ramagundam.corporation@gmail.com.on) or before the prescribed date and time. Physical submission of bids is totally prohibited.

#### **6.2 Opening of Technical Proposal:**

The mail containing technical proposal only will be opened by the Commissioner, RMC or his authorized representative in his office at **the time mentioned in the tender notice on contacting the consultant and taking password**. It may please be noted that the second mail containing the price offer will not be opened until technical evaluation has been completed and approved by the competent authority. Therefore consultants are advised to have a different passwords for Technical bid and Financial bid.

#### **7. Evaluation**

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals are opened. The technical evaluation will be carried out on the information & documentary evidence furnished by the tenderer along with the Technical Bid.

All Agencies who satisfy the qualifying criteria will be declared successful in technical proposal and the financial proposals of only those tenderers who are declared successful in technical proposal will be opened on obtaining passwords from the qualified consultants.

#### **8. Award of Contract**

Quality and competence of the consulting service shall be considered as the paramount requirement. The nature of the contract is non-exclusive and the client can choose more than one agencies as required depending on the workload.

(a) The Superintending Engineer (or any other Officer/Committee authorised by the Commissioner, RMC) will determine whether the financial proposals are complete (i.e. whether they have estimated all items of the corresponding technical proposals; if not, the client reserves the right to cost them and add their cost to the initial price, correct any computational errors). On the request of Commissioner, the Agencies shall furnish the detailed cost break up and other clarifications to the proposals submitted by them. The financial offer shall include all expenses except GST if applicable.

(b) The first lowest financial offer is basis of the contract subject to conditions stipulated in Para-10. The nature of the contract is non exclusive and the client can choose as many Agencies as required depending on the work load at lowest offered rates. The decision of the award of the contract to a single Agency or multiple Agencies and allocation of operational area are solely at the discretion of the corporation. However, the client /corporation reserves the right to designate an alternative (i.e. second option) consultant for each area of operation to obviate the CONFLICT OF INTEREST as stipulated in G.O.Ms.No.289 Finance (TFR-II), dated:04.10.2006.

9. It may be noted that RMC is not bound to select any of the Agencies submitting proposals. Further, as quality of service is the principal selection criterion, client/RMC does not bind itself in any way to select the Agency offering the lowest price if the lowest rates quoted are found not workable.

10. The Agencies are requested to hold their financial proposal valid for 60 days from the date of opening financial bid without changing the personnel proposed for the assignment and the proposed price. The client will make its best efforts to select Agency/Agencies within this period.



11. It may be noted that the cost of preparing a proposal including visits to Superintending Engineer or other functionaries of RMC, if any is not reimbursable as a direct cost of the assignment.

12. Assuming that the contract can be satisfactorily concluded in one month, the Agencies are expected to take up/commence the assignment within one month.

13. It may be noted that the remuneration, which will be received from the contract, will be subject to normal tax liability in India. The concerned tax authorities may be contacted for further information in this regard if required.

14. The quantum of work can be increased or reduced and the payment will be released for the services actually offered at the approved rates. The Client/RMC reserves the right to change the area of operation allocated to the agency without assigning any reason.

15. RMC reserves the right to accept or reject any or all bids without assigning any reasons whatsoever.

16. The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended.

17. The bidders are hereby instructed not to alter and make any changes to the bidding documents. If any changes are made by bidder, it shall be treated as tampering of documents and the bid shall be summarily rejected.

18. The tender is likely to be rejected if on opening it is found that –

- i. Proof of Bid Processing Fee is not enclosed
- ii. The bidder has not strictly followed the procedure laid down for submission of tender.
- iii. The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
- iv. Additions, corrections or alteration are made by the bidder on any page of tender document.
- v. Any Page or pasted slips are missing
- vi. The bidder has not signed the tender.
- vii. The bidder has specified any additional condition.
- viii. The bidder has quoted financial offer in technical bid.
- ix. The bidder has been blacklisted/suspended anywhere in India.

19. If there is any discrepancy between the offer quoted in figures and in words, the rate quoted in words will be treated as the offer.

Commissioner,  
RMC

Enclosures:

1. Terms of Reference.
2. Condition of Contract.
3. Forms 1- 5.

4. Sample form of contract.
5. Part II Financial Proposal

## **TERMS OF REFERENCE**

### **1. OBJECTIVES.**

The main objective of this assignment is to obtain independent assessment of the quality of all construction works( above Rs. 1.00Lakh) 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 civil works at appropriate stage of construction.

For visual inspection of the civil 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 at the frequency mentioned below 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.

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 Agency 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) and 3 years experience as Q.C. Engineer apart from other supporting technical and non-technical staff.

3.8. The name of the personnel to be deployed along with their CV's shall be furnished to the Client/RMC. The Client/RMC will not consider substitute, except in case of unexpected delay on the starting date or for reasons of health or engineer leaving the Agency.

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 visits at frequencies as per monetary limits of the work as per the table given below: The consultant shall take photographs at the site (capturing salient view) for each visit.

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

SI.No.	Estimated cost of work	Prior to work starts	Work in progress	After completion of the work
1	Rs.1.00 Lakh to Rs.5.00 Lakhs	0	1	1
2	Above Rs.5.00 Lakhs and Upto Rs.10.00 Lakhs	1	1	1
4	Above Rs.10.00 Lakhs	1	1+1 visit per every Rs.10.00 Lakhs or part expenditure over and above initial Rs.10.00 Lakhs	1

Frequency of random core extraction and testing to access strength and thickness CC pavements and mass concrete works such as CC walls, retaining walls etc :

**Core extraction schedule**

SI.No.	Estimated cost of work	No of specimen
1	Rs.1.00 Lakh to Rs.5.00 Lakhs	No core extraction only Rebound Hammer Test
2	Above Rs.5.00 Lakhs and Upto Rs.10.00 Lakhs	3
4	Above Rs.10.00 Lakhs	3+3 per every Rs.10.00 Lakhs or part expenditure over and above initial Rs.10.00 Lakhs

Sampling or testing done without following the above procedure 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.

During his 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 executive engineer with a copy to the SE/Commissioner. The points mention in the report shall be checked for compliance in subsequent visits and reported. The consultant shall make further visits if 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 executive engineer/superintending engineer 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 works. 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/mass concrete works.

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/RMC.

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 Executive Engineers with a copy to the concerned E.E., QCD& S.E., QCC, RMC. The consultant shall be responsible for bringing out in writing, to the notice of concerned E.E., and S.E., RMC 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 E.E., and S.E., RMC. The major defects / shortcomings / deviations observed during the visits shall be notified immediately to the concerned Executive Engineer and also to the S.E., RMC.

3.15 The consultant shall communicate tentative inspection schedule to the concerned Executive Engineer 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 and BT Cores etc., well in advance to the concerned Executive Engineer as well as and S.E., RMC through electronic mail or SMS to enable them to witness the tests at random.

3.16 The consultant shall bring to the notice of S.E. 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 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 the Commissioner also.

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 Commissioner, RMC.

3.18 After the work is completed consultant 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 adverse reports, lab and field test results on the finished products and general comments on overall quality of work based on visual inspection and recovery amount in case any deviations from specifications.

3.19 Reports of material testing should be provided by 3rd party consultant to concerned Executive Engineer with a copy to SE.

3.20 In respect of RCC /HDPE/DI/ SWG pipes and Manhole covers, the Consultant shall visit the factory to witness the tests conducted irrespective of value of work and the results shall be incorporated in the inspection report. The consultant shall inform the Executive Engineer whenever such inspections are planned. The Executive Engineer / the Superintending Engineer shall also visit the factory to witness such tests for some works selected at random.

3.21 In respect of Ready Mix Concrete and Hot Mix Asphalt, 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 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 concerned Executive Engineer will furnish the completion plan to the 3<sup>rd</sup> party Consultant only after the approval of deviation statement/completion report and Final Bill Abstract is finalized.

#### **4. SCHEDULE FOR COMPLETION OF ASSIGNMENT**

The time schedule for completion of job is one year from the date of assignment.

#### **5. FORMATS**

5.1 The workwise 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 In charge RMC 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.

5.2 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

5.3 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.

## **6. SUBMISSION OF REPORTS TO**

**The consultant shall submit their reports from time to time as follows:**

6.1 To the Executive Engineer, RMC - All workwise Inspection Reports

6.2 To the Superintending Engineer, RMC - All inspection Reports and Monthly Abstracts

## **7. PAYMENT SCHEDULE**

The payment to the consultant in consideration of the services offered by them shall be made along with the work bills of the Construction Agency by depicting the same in the Memorandum of Payments. For this purpose, the Consultant shall open a separate Bank Account in the respective Branch of the SBI where the RMC accounts are operated and communicate the Account no. to the concerned Executive Engineer.

Payment shall be @ the agreed %age on the value of work done as per the work bill.

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 Executive Engineer will prepare a statement showing the details of the payments workwise made to the Consultant during a calendar month and furnish copies of such statements by 7<sup>th</sup> of the

succeeding month to the Consultant for reconciliation, under intimation to Superintending Engineer. The Consultant 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 Superintending Engineer.



## 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 Ramagundam Municipal Corporation (RMC).
- b. "Client" or "Employer" means Commissioner, RMC or nay authorised authority representing RMC.
- c. "Consultant" means the agency which has entered into contract with RMC 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 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 exeuted, 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 immediately after issue of work order or signing the contract

#### 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 thirty (30) 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 thirty (30) 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.

2.4.2. By the Consultants

The consultants may terminate this contract, by not less than thirty (30) days written notice to the client, such notice to be given after the occurrence of any of the events specified below:

(a) 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 thirty (30) days.

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

**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 all works costing more than Rs . 1.00 lakhs and above or 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.

### 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 Andhra Pradesh.

### 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 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 Chief Engineer(PHA), Chief Engineer(M), RMC 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 Service Tax:

Only service tax will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee. The Consultants would deposit the GST(as applicable) on receipt of payment to the Central Excise Department and the copy of the remittance challan would be submitted to the Municipal Corporation as a proof of payment of GST.

#### 7.3 Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee 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, GST 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 consultants have passed satisfactory remarks in their inspection reports, the entire consultancy fee including 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.

#### 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 7 days in advance. The programme of critical activities to be executed for the consequent month will also be given 7 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:

One year from the date of entering into agreement and can be extended to such duration as felt by client from time to time on mutual agreement. However, RMC reserves the right to close the agreement by 31.03.2018 in case fresh tenders are to be invited for the period commencing from 01.04.2018.

**FORM F – 1**  
(On Agency's letter head)

From

-----  
-----  
-----

To.

-----  
-----  
-----

Sir

Sub: - Hiring of Consultancy Services for.....Of.....regarding

I / We.....Consultant/consultancy Agency/ organization  
herewith enclose Technical & Financial Proposal for selection of my/ our Agency as consultant  
for.....

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"

Yours faithfully

Signature

.....

Full name .....

Address

.....  
Authorized Representative

**FORM F – 2**  
**ASSIGNMENT ON CIVILWORKS (INCLUDING 3<sup>RD</sup> PARTY Q.C. SERVICES)**  
**SUCCESSFULLY COMPLETED DURING LAST 5/10 YEARS**

S.No.	Description of Assignment	Client / Employer	Cost of assignment	Period of assignment	Date of commencement	Date of completion
1	2	3	4	5	6	7

Note: Please attach certificates from the employer by way of documentary proof (issued by the officer of rank not below Executive Engineer or equivalent)

**FORM F – 3**  
**ASSIGNMENT OF SIMILAR NATURE(TPQC/PMC)**  
**SUCCESSFULLY COMPLETED DURING LAST 5YEARS (1 YEAR IN GOVT.WORKS)**

S.No.	Description of Assignment	Client / Employer	Cost of assignment	Period of assignment	Date of commencement	Date of completion
1	2	3	4	5	6	7

Note: Please attach certificates from the employer by way of documentary proof (issued by the officer of rank not below Executive Engineer or equivalent)

FORM F – 4

COMPOSITON OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

Technical / Managerial Staff

S.No.	Name	Position	Task Assignment

Support staff

S.No.	Name	Position	Task Assignment



FORM F – 5

**SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF  
CONSULTANT’S TEAM**

1. Name :
2. Date of Birth :
3. Profession / Present Designation :
4. Years with Agency / Organization : year
5. Area of Specialization :
6. Proposed position of Team :
7. **Key qualification :**

(Under this heading, give outline of staff member’s experience and training most pertinent to assigned work on proposed team Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use up to half a page)

**8. Education :**

(Under this heading, summarize college / University and other specialized education of staff member, giving names of schools / colleges etc. date attended and degrees obtained. Use up to a quarter pages)

**9. Experience :**

(Under this heading, list of all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last five years for B.E civil & Eight years for D.C.E. also give types of activities performed and client references, where appropriate. Use up to threequarters of a page)

**10. Language :**

(Indicate proficiency in speaking, reading and writing of each language by “good” or “poor”)

**Date:**

**Authorised Signature**

## Form of Agreement

### Subject - Consulting Services for 3rd Party Quality Control of Civil Works undertaken by RMC

Draft Agreement for Assignment Carried out by Consultants

Name of Consultant: -----

Name of Zone / Engineering Division: -----

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (NAME OF CLIENT) the above mentioned assignment specified in the attached Terms of Reference and decision taken during the negotiation meeting held on ----- and as per the recommendation of the Committee, common rate is approved by the Commissioner, RMC.

2. For administrative purposes the Superintending Engineer, QCC, Hyderabad has been assigned to administer the assignment and to provide (NAME OF CONSULTANT) with all relevant information needed to carry out the assignment. The services will be required for the Year 2017.

3. The Superintending Engineer, Quality Control Circle, RMC 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 Agency, as early as possible, notice of any changes. In the event of termination, the (NAME OF CONSULTANTS) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the (NAME OF CONSULTANTS) will provide the Superintending Engineer, Quality Control Circle, RMC 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 letter on behalf of (NAME OF CONSULTANTS) and will terminate on ..... or such other date as mutually agreed between the (NAME OF CLIENT) and (NAME OF CONSULTANTS)

7. Payments for the services will not exceed agreed % of total value of work done plus Prevailing Service tax.

The above cost Rs.----- + GST includes all the cost related to carrying out the services and overhead imposed on (NAME OFCONSULTANTS) However if there is upward revision in service tax. The difference between prevailing rate & revised rate shall be paid to the consultant. If there is any downward revision in service tax, the difference between prevailing rate & revised rate shall be recovered from the consultant. Quantum of work can be increased or decreased by Superintending Engineer, Quality Control Circle, RMC and payment will be adjusted proportionately.

8. The (NAME OF CONSULTANTS) will be responsible for appropriate insurance coverage. In this regard, (NAME OF CONSULTANTS) shall maintain workers compensation, employment liability insurance for their staff on the assignment.

The consultants 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 (NAME OF CONSULTANTS) or its staff.

The (NAME OF CONSULTANTS) shall provide the (NAME OF CLIENT) with certification thereof upon request.

9. The (NAME OF CONSULTANTS) shall indemnify and hold harmless the Commissioner, RMC against any and all claims, demands, and/or judgments of any nature brought against RMC arising out

of the services by the (NAME OF CONSULTANTS) under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.

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

11. All reports and other documents or software submitted by (NAME OFCONSULTANTS) in the performance of the services shall become and remain property of the RMC. The consultants 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 client.

12. 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.

13. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

14. The (NAME OF CONSULTANTS) shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

15. The (NAME OF CONSULTANTS) 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, RMC or any other officer authorised by the Commissioner, RMC.

16. 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.

17. In case of abandonment of the work by (NAME OF CONSULTANTS). The Superintending Engineer, Quality Control Circle, RMC will have a right to forfeit the earnest money deposited by the Agency.

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

19. The quantity of work can be increased or reduced by the Client, and the payment will be done on the pro-rata basis (as per financial offer)

**Place: Hyderabad**

**Date: .....**

**(Signature of Authorized Representative on behalf of  
Consultant)**

**(Signature & Name of the  
Client's Representative)**

## Part II

# Financial Proposal

(To be sealed in separate cover)

**(colour scanned copy to be mailed in PDF format with password protection)**  
**( On Agencies Letter Head)**

**SCHEDULE OF PRICE BID**  
**Subject - 3rd Party Quality Control Services for Civil Works of Ramagundam Municipal Corporation for the Year 2017 – 2018.**

I/We, authorized representatives of M/s \_\_\_\_\_ quote the following rates for offering our services for the 3<sup>rd</sup> party quality control of Civil works of Ramagundam Municipal Corporation.

I/We Understand that,

- a) rates quoted are inclusive of all expenses but excluding GST if applicable
- b) These rates remain constant during entire contract period and extended period if any and under no circumstances escalation is permitted.
- d) These rates are inclusive of core cutting and testing charges as per core extraction schedule of Terms of Reference. Any extra core extraction ordered by the department will be paid extra @ Rs.500/- per core for extraction and testing.
- c) This offer is valid for 60 days from the date of submission this financial proposal.

Category	Category Code	RATE		Weightage factor
		% of gross value of work executed		
		In Figures	In words	
CC Roads (including core cutting & testing charges)	A			50
BT Roads	B			1
Water supply, SWD & Sewerage	C			40
Other Works	D			9

Weighted Average

$$= \frac{50A+B+40C+9D}{100} =$$

Signature

For \_\_\_\_\_