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SL. No. 27947 , Date: 26-11-2022, Rapees: 100/-

Seld to: K. Krishna Rao,

S/o: K. Rama Chandra Rao, R/o. Hvd.

For whom: Methodist College Of Engineering & Technology

AS 863480

KODAL RADHIKA
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Agreement NUT- 9 | SECOLUD | GHAME | TPOC | 2023

# Supplementary Agreement-I

Agreement entered on this day of 3 1.03.2023 ( Marriy front of March Two Thousand and Twenty Three ) between the M/s Methodist College of Engineering & Technology, having their registered office at King Koti road, Abids, Hyderabad-500001 (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:9,Div-23 & 24 (Moosapet & Kukatpally) of GHMC.

Name of Agency: M/s Methodist College of Engineering & Technology

 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.

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Civil Engineering Department
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Superintending Engineer
Quality Control 1 Selection



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- 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 01.04.2023 or from the date of operations whichever is applicable upto 31.03.2024.
- 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 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.
- This Agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
- This agreement will become effective upon signing on behalf of the Agency and will terminate on 31.03.2024 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.





- 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 Recognization.
- 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.
- 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 prorate basis (as per financial offer).
- 21. In any circumstances, the Agencyphone No. & mail ID shall not be altered for 1 year.

Place: Hyderabad

(Signature & Manual Colors of English Colors of

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

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### 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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- 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)

SI.No.	Estimated cost of work	Work in progress	After completion of the work
1	UptoRs.10.00 Lakhs		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 Lakhsor 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.





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 pavernents 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 pavernents. 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.

Head of the Department

Superintending Engineer

Quality Control Circle

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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.
- 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 (QCD) through electronic mail.
- 3.20The Agency shall test all construction materials, pavernent 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 3rd 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 Recognization.
- 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.
  - Numbering of Reports.
    - a) TPQC abbreviation (Agency abbreviation).
    - b) Pertaining to the Division (e. g: Projects, Maintenance, Imigation, Housing and H&S).
    - c) Year 2023-24.
    - d) SI.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:ESCI/DIV-1/2022-23/1-N.

- 5.2 The workwise Inspection Reports shall include the following details along with photographs:
  - Inspection Report No.
  - b. Name of the work
  - c. Estimated Cost.
  - d. Contract Value.
  - e. Tender Premium.
  - Name of the construction agency.
  - g. Work order No. and WIN Code.
  - h. Names of the Incharge GHMC Engineers.
  - 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/ASTMor 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.





# 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 × {present value of work done × { No. of Reports Prescribed During Progress } × % of Consultancy Charges Applicable }

# · For Final Payment:

= \{ Total value of work done \times \{ \frac{\text{Total No. of Reports issued}}{\text{Total No. of Reports Prescribed}} \} \times \text{fof Consultancy Charges applicable} \} \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° of the succeeding month to Agency for reconcillation, 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° 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:

- "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.
- "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;
- "Personnel" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;
- i. "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 01.04.2023

#### 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 bet 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 miss representation 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.

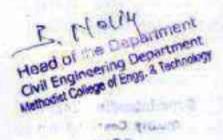
#### 2.4.3. Termination:

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.





## 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.

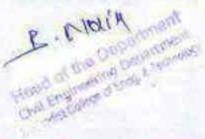
# 7.0 Price & Payment Schedule

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





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.

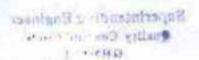
10.3 In case of emergency, Agency will have to submit specific report of that concerned work as indicated by the client.

## 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.

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# 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)

SI.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 50.00up to 200.00	0.144
4.	Above 200.00	0.09

Note: The term "Agency" wherever used shall be read as M/s Methodist College of Engineering & Technology.

Place: Hyderabad Date: 21.3.23

(Signature of Authorized Representative

on behalf of the Agency)
Head of the Department
Civil Engineering Departme
Methodst College of Engg. & Technol

(Signature of the Client's Representative)

Superintending Engineer
Quality Control Circle
GHMC. Post



తెలంగాణ तेलंगाना TELANGANA

SL No. 10) , Date: 20-01-2023, Rupees: 100/-

Sold to: K. Krishna Rao,

S/o: K.Rama Chandra Rao, R/o. Hyd,

For whom: Methodist College Of Engineering & Technology.

AT 956865

KODAEI RADHIKA Licensed Stamp Vendor Lie No. 16/7/2010,R.L.No.22-24 G6, Kubera Towers/Narayanaguda, Hyderabad-29. Cell: 9866378260, 9440090826

Agreement-No: - 1/se cacc)/GHMC/SNDP/2023.

Supplementary Agreement - I

Agreement entered on this day of 17.02.2023( Separate of FebruaryTwo Thousand and Twenty Three) between the Agency, having their registered office at King Koti road, Abids, Hyderabad-500001.(Third Party Consultant) and the Greater Hyderabad Municipal Corporation (Commissioner, G.H.M.C)

Subject - 3rd Party Quality Control Services in Slice-1(Secunderabad Zone) for SNDP Works undertaken by Greater Hyderabad Municipal Corporation.

Name of Agency: M/s Methodist College of Engineering & Technology

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.

 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 from 19.02.2023 or from the date of operations whichever is applicable upto 18.02.2024.

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- 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 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.
- This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
- This agreement will become effective upon signing of this agreement on behalf of the Agency and will terminate on 19.02.2024 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. The above cost + GST 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 payment shall be arranged accordingly by the concerned field Executive Engineer by depicting the same in the memorandum of payments.
- 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.
- 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.

Head of the Department
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Methodist College of Engg. & Technology



- 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 allow Sub-Contracting / staff not authorized by GHMC in collecting samples / testing of samples/any part of this job.
- 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.
- 18. 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 security deposited by the firm.
- All the terms and conditions will be strictly followed as per detailed NIT.
- 20. At any time based on the performance of the Agency, areas of work can be changed and also quantity of work can be increased or reduced by the Client / GHMC and same should be binding on the Agency, and the payment shall be done on the prorate basis (as per financial offer).
- 21. In any circumstances, the Agency phone No. & mail ID shall not be altered for one year.

Place:	Hyderabad
Date:	CARL CONTRACTOR CONTRA

(Signature of Authorized Representative on behalf of the Agency)

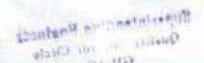
Head of the Department Civil Engineering Department Methodist College of Engg. & Technology

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

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### 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 SNDP works at appropriate stage of construction.
- 1.4 For visual inspection of the SNDP 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 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 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 Agency or his representative shall inspect the sites irrespective of day and nights.

# 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 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/Field 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.

Civil Engineering Department Methodist College of Engs. & Technology Superintending Engineer
Quality Control Circle
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- 3.3. The agency shall furnish details about the testing equipment, skilled & unskilled persons with their qualifications & experience engaged by them 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 agency 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 agency 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 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 reports as per the table given below: The Agency shall take photographs at the site (capturing satient view) for each visit.

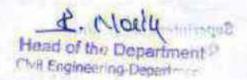
# Frequency of reports: (Minimum Number)

SI.No.	Estimated cost of work	Work in progress	After completion of the work
1	Up to Rs.200 Lakhs	2	1
2	Above Rs 200 Lakhs and upto Rs 1000 Lakhs	2+1 report for every Rs.100.00 Lakhs or part above 200 Lakhs	1
3	Above Rs.1000 Lakhs	10 + 1 report for every Rs 200.00 Lakhs or part above 1000 Lakhs	1

# Sampling or testing done without following the above 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.

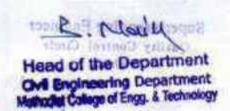
During these visits he will spend time observing the contractors working practices also. He will prepare a report on his visits on the same day as the visit takes place. This report will be submitted without delay and no case later than the following day to the concerned Superintending Engineer & Executive Engineer with a copy to the Chief Engineer (SNDP) / OSD(H&L),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. 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 & Chief Engineer(SNDP)/ OSD(H&L), GHMC so that appropriate action can be taken under the terms of contract.

- 3.10. The agency shall take action for casting cubes during the concreting work. 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 concrete.
- 3.11. The agency shall develop and follow the computerized reporting and record management system and shall obtain prior approval of the same from Client/GHMC.
- 3.12The 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.
- 3.13 The agency shall furnish work wise 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 Chief Engineer(SNDP) / OSD(H&L),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.
- 3.14 The agency 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 Chief Engineer (SNDP) / OSD(H&L),GHMC.
- 3.15 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 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 Agency shall bring to the notice of concerned SuperIntending Engineer and Chief Engineer (SNDP) / OSD(H&L),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 Chief Engineer (SNDP) / OSD(H&L),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 Chief Engineer (SNDP) / OSD(H&L),GHMC and to the Superintending Engineer(QCC),GHMCand concerned Superintending Engineer.
- 3.18 Reports of material testing should be provided by 3rd party Agency to concerned Superintending Engineer & Executive Engineer with a copy to the Chief Engineer(SNDP) / OSD(H&L), GHMC.
- 3.19 In respect of RCC pipes 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.
- 3.20 In respect of RMC works, 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.
- 3.21 The cement used in construction work should be fresh and not older than 3 months. It should be ascertained by 3rd party 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 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.
- 3.24 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 duly intimating to Govt. to dismiss / debar for five years in all departments and that Agency will be recommended to concerned for cancellation of AICTE Recognization and NBA Accreditation for 3 years.

#### 4. SCHEDULE FOR COMPLETION OF ASSIGNMENT

The time schedule for completion of job is one year from the date of agreement; 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.
  - Numbering of Reports.
    - a) TPQC abbreviation ( Agency abbreviation)
    - b) Pertaining to the Division (e. g: SNDP or HLWBMC).
    - c) Year 2023-24





- d) SI,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:GRIETI/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.
  - Names of the Incharge GHMC Engineers
  - g. Observations, action taken on earlier observations, remedial measures, suggestive measures
  - h. Standard formatsmeeting 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/ASTMorMORTH 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.

# 6. SUBMISSION OF REPORTS TO

The Agency 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) and Executive Engineer(QCD)- All Inspection Reports
- 6.2 To the Concerned Superintending Engineer Weekly Abstracts
- 6.3 To the Chief Engineer (SNDP) / OSD(H&L), GHMC& Superintending Engineer, Quality Control Circle-consolidated Monthly reports

# 7. PAYMENT SCHEDULE

The payment to the Agency in consideration of the services offered by them shall be made on line . For this purpose, the Agency shall open a separate Bank Account in the respective Branch of the SBH where the GHMC accounts are operated and communicate the Account no. to the concerned Executive Hend of the Department

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Payment shall be made by the concerned 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 Agency during a calendar month and furnish copies of such statements by 7<sup>th</sup> of the succeeding month to the 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 Superintending Engineer (QCC).

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Civil Engineering Department
Methodist College of Engs. & Technology

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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
- c. "Agency" 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

e. "GC" means these General Conditions of Contract

f. "Government" means the Government of India or Government of Telangana as appropriate to

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 .02 2023.

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.

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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 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 bet efforts towards mitigating the cost incurred by the other party.

24. 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 miss representation 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 AGENCYS

#### 3.1 General

The Agency shall perform the Third Party Control Services for SNDP Works undertaken by GHMC 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.





# 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 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

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

# 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). Chief Engineer(SNDP) & OSD(H&L),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

# 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 7.2 Goods & Service Tax(GST):

Only Goods and Service TaxGST) will be paid extra. Any other taxes applicable shall be borne by the Agency only from his consultancyfee. 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

Head of the Depar Ovit Engineering Department Methodist College of Engg. & Technology



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. The Agency shall be terminated immediately from rendering TPQC Services duly intimating to Govt. to dismiss / debar for five years in all departments and that Agency will be recommended to concerned for cancellation of AICTE Recognization and NBA Accreditation for 3 years

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 agreement 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.

Head of the Department Civil Engineering Department Civil Engineering Department Superintending Engineer
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# Schedule of Rates

Subject - 3rd Party Quality Control Services in Slice-1 (Secunderabad Zone) for SNDP Works undertaken by Greater Hyderabad Municipal Corporation.

For Slice No: 1 (Secunderabad Zone)

Third Party Quality Control Consultancy Service Chargesof the M/s Methodist College of Engineering & Technology, Hyderabad is 0.0868% on the value of work done.

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

Place: Hyderabad

Date:

(Signature of Authorized Representative on behalf of the Agency)

Head of the Department Civil Engineering Department Methodist College of Engs. & Technology (Signature & Name of the Client's Personal Circle Quality Control Circle GHMC.



# ढिएore तेलंगाना TELANGANA

SI. No. 1260

Date: 18-02-2022, Rupees: 100/-

Sold to: Krishna Rao

S.o. k. Rama Chandra Rao Hyd.

For whom Methodist, college, of engineering and technology

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King Koti Road, Abits Hydershad

KODALI RADHIKA

Licensed Stamp Vendor Lie No. 16/7/03/ 22-24 G6. Kubera Towers, Narayanaguda, Hyderabad-29. Cell: 9866378260/9440090826

Agrammat No: 1 | selacc / GHMC/SNDP/2022.

# Agreement

Agreement entered on this day of 19. 02.2029 Fighteenth of Fehruary Two Thousand and Twenty Two between the Consultant, having their registered office at LingKoti road, Abids, Hyderabad-500001.(Third Party Consultant) and the Greater Hyderabad Municipal Corporation (Commissioner, G.H.M.C)

Subject - 3rd Party Quality Control Services in Slice-1(Secunderabad Zone) for SNDP Works undertaken by Greater Hyderabad Municipal Corporation.

Name of Consultant: M/s Methodist College of Engineering & Technology

- 1. Set out below are the terms and conditions under which the Consultanthas 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 from 18.02.2022 or from the date of operations whichever is applicable up to 18.02.2023.

18/2/22 Superintending Engineer Quality Control Circle GEMC.



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- 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 consultant 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 18.03.2023 as mutually agreed between the Commissioner, Greater Hyderabad will terminate on 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.
- 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 Agency 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 of 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.

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 Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to this contrapproval of the Commissioner Constant by Durposes unrelated to the C ROUND LUCES ALMON IANGE MANAGEMENT

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- 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 conditions 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 Client / GHMC and same should be binding on the Consultant, and the payment will be done on the prorate basis (as per financial offer).

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

Place: Hyderabad

Date: .... 8 02

(Signature of Authorized Representative on behalf of Department of Civil Engineering the Consultant)

METHODIST COLLEGE OF ENG. & TECH.

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(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 SNDP works at appropriate stage of construction.

For visual inspection of the SNDP 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.
- 2.4. The consultant or his representative shall inspect the sites irrespective of day and nights.

#### 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 constantion 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 yearsexperience 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 reports as per the table given below: The consultant shall take photographs at the site (capturing salient view) for each visit.

# Frequency of reports: (Minimum Number)

SI.No.	Estimated cost of work	Work in progress	After completion of
1	Up to Rs.200 Lakhs	2	the work
2	Above Rs.200 Lakhs and upto Rs.1000 Lakhs	2+1 report for every Rs.100.00 Lakhs or part	1
3	Above Rs. 1000 Lakhs	10 + 1 report for every Rs.200.00 Lakhs or part	1

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.

During these 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 Chief Engineer (SNDP) / OSD(SNDP), GHMC.

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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 & Chief Engineer(SNDP) / OSD(SNDP), 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. 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 concrete.
- 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.
- 3.12The 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 Chief Engineer(SNDP) / OSD(SNDP), 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 Chief Engineer(SNDP) / OSD(SNDP),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 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 Chief Engineer(SNDP) / OSD(SNDP),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 Chief Engineer(SNDP) / OSD(SNDP),GHMC.

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- 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 Chief Engineer(SNDP) / OSD(SNDP), GHMC and to the Superintending Engineer(QCC), GHMCand 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 Chief Engineer(SNDP) / OSD(SNDP), GHMC.
- 3.19 In respect of RCC pipes 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 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.
- 3.22 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 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.
- 3.24. If any QC Reports issued by the Consultant are found false /manipulated, 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 Consultant will be recommended to concerned for cancellation of AICTE Recognization and NBA Accreditation for 3 years.

#### 4. SCHEDULE FOR COMPLETION OF ASSIGNMENT

The time schedule for completion of job is one year from the date of agreement; 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:
  - Numbering of Reports.
    - a) TPGC abbreviation ( Agency abbreviation)
    - Pertaining to the Division (e. g: SNDP or HLWBMC).
    - c) Year 2022-23.

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- d) SI. 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: GRIETI/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
- Observations, action taken on earlier observations, remedial measures, suggestive measures
- h. Standard formatsmeeting 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 3nd visit and so on for all the sites.

#### 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:

- 6.1To the Concerned Superintending Engineer, Executive Engineer, Superintending Engineer, (QCC) and Executive Engineer (QCD) All Inspection Reports
- 6.2 To the Concerned Superintending Engineer Weekly Abstracts
- 6.3 To the Chief Engineer(SNDP) / OSD(SNDP), GHMC & Superintending Engineer, Quality Control Circle- 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 SBH where the GHMC accounts are operated and communicate the Account no, to the concerned Executive Engineer.

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Payment shall be made by the concerned 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 7<sup>th</sup> 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 20<sup>th</sup> of that month, under intimation to the concerned Superintending Engineer and 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.

 "Consultant" means the consultant 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 Consultant, as the case may be, and Parties means both of them:

 "Personnel" means persons hired by the 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 Consultant'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 Consultant shall be taken or executed only by the authorized representative of Consultant.

2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Commencement of Services

The Consultant shall begin the Third Party Quality Control Services from 18.02.2022.

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.

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2.3 Force Maleure

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

2.3.2Neither 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 bet 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 Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

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

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

(d) If the Consultant, 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 miss representation 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 Consultant, all amounts due to the Consultant till the date of termination including bid security will be forfeited.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultant shall perform the Third Party Control Services for SNDP Works undertaken by GHMC as specified by the client. The Consultant shall perform the services and carry out their obligations here under 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 Consultant 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.

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#### 3.2 Conflict of Interests

The consultancy fee of the Consultant sole consultancy fee in connection with this contract or the services, and the Consultant 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 Consultant, 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 Consultant's actions requiring Clients Prior Approval

The Consultant has to obtain prior approval from the client

- 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 Consultant 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 Consultant will be the property of the client. All reports and other documents submitted by the Consultant would remain the property of the client.

#### 4.0 CONSULTANT'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 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 CONSULTANT

The payment along with service tax (GST) (if applicable) 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), Chief Engineer(SNDP) & OSD(SNDP), 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.

7.2Goods &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 Consultant would deposit the Goods &Service Tax (as applicable) on receipt of payment to the Government of India and the copy of the remittance challan

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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 Consultant 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 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.

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 Consultant 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 Consultant shall execute indemnity bond to this effect. The Agency shall be terminated immediately from rendering TPQC Services 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 Recognization and NBA Accreditation for 3 years.

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 Consultant 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 Consultant 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, 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 agreement 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.

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#### Schedule of Rates

Subject - 3rd Party Quality Control Services in Slice-1(Secunderabad Zone) for SNDP Works undertaken by Greater Hyderabad Municipal Corporation.

For Silce No: 1 (Secunderabad Zone)

Third Party Quality Control Consultancy Service Charges of the M/s Methodist College of Engineering &Technology, Hyderabad is 0.0868% on the value of work done.

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

Place: Hyderabad

Date: 18 02 2022

(Signature of Authorized Representative

on behalf of the Consultant) Read of the Department

Department of Civil Engineering

METHODIST COLLEGE OF ENCY. & TECH. King Koti Road Abros Hyderabad

(Signature & Name of the Client's Representative)

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St. No. 14262-

Date: 18-02-2022, Rupees: 100/-

Sto. L. Rama Chandra Rao Hyd.

For whom: Methodist, college, of engineering and technology

KODALI RAĐIJIKA

Licensed Stamp Vendor Lig No. 16/7/03/22-24 G6, Kubera Towers, Narayanaguda, Hyderabad-29, Cell: 9866378260,9440090826

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Agreement

Agreement entered on this day of 2.9.03.2022 ( Twenty Galleto of March Two Thousand and Twenty Two ) between the M/s Methodist College of Engineering &Technology, having their registered office at King Koti road, Abids, Hyderabad-500001. (Third Party Agency) and the Greater Hyderabad Municipal Corporation (Commissioner, G.H.M.C)

3rd Party Quality Control Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing & Works having PMCs) for Slice No:9, Div-23 & 24 (Moosapet & Kukatpally) of GHMC.

Name of Agency: M/s Methodist College of Engineering & Technology

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.

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- 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.
- 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.
- This Agreement its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
- 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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Quality Control Circle

- 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 Recognization.
- 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.
- 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 prorate basis (as per financial offer).

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

Place: Hyderabad,

Date: .... 2% 95 4022

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(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

#### 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 measuresto 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.

Superintending Engineer
Quality Control Circle

- 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)

SI.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 Lakhsor part thereof	4

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, GHML.

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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.
- 3.20The 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 3rd 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 Recognization .

3.26. If delay is more between sample collection date and date of mailing report, it will attract penalty 18 13 22 Desportances Department of Conf. Engineering and initiating suitable action. Maria Called Maria . The

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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.
  - Numbering of Reports.
    - a) TPOC abbreviation (Agency abbreviation).
    - b) Pertaining to the Division (e. g. Projects, Maintenance, Imigation, Housing and H&S).
    - c) Year 2022-23
    - d) SI.No. of report issuing register of TPQC
    - 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.

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- 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.
  - 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/ASTMor 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>rd</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.
- 8.3 To the Concerned Chief Engineer, GHMC& Superintending Engineer, Quality Control Circleconsolidated 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× present value of work done × \( \frac{\text{No of Reports issued}}{\text{No. of Reports Prescribed During Progress} \) × % of Consultancy Charges Applicable

#### For Final Payment :

- 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 7th of the succeeding month to Agency for recognitation, 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 20th 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:

"Applicable Law" means the laws of India and the State of Telangona and Greater Hyderabad

Municipal Corporation (GHMC).

 b. "Client" or "Employer" means Commissioner, GHMC or any authorised authority representing GHMC.

- "Agency" 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 Agency, as the case may be, and Parties means both of them;

 "Personnel" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;

 "SC" means the Special Conditions of Contract by which these General conditions of Contract may be amended or supplemented;

 "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

Superintending Engineer
Quality Control Circle

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 bet 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 miss representation 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 lakks 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.

Head of the Department

Department of CNS Employeeting

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Superintending Engineer
Quality Control Circle
& GHMC

#### 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):

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

Superintending Engine.

Quality Control Circle

L'ACHMC.

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.

METHODIST COLLECT OF STOCE & TROIL

King Kon House, Admin, Mydowned.

Superintending Engineer

Quality Control Circle

#### 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)

SI.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 50.00up to 200.00	0.144
4.	Above 200.00	0.09

Note: The term "Agency" wherever used shall be read as M/s Methodist College of Engineering & Technology.

Place: Hyderabad

Qate: 28 05 2022

(Signature of Authorized Representative

on behalf of the Agency)

Head of the Department Department of Chris Engineering METHODEST COLLECT OF ETICS. & FISCH

King Kets Road shots studentifed

(Signature of the Client's Representative)
Superintending Engances

Quality Control Circle L'AGHMC.



## GOVERNMENT OF TELANGANA HYDERABAD ROAD DEVELOPMENT CORPORATION LIMITED

From:

Md. Ziauddin, M.E, F.I.E,

Chief Engineer & COO,

HRDCL, 3rd Floor,

Old Metro Bhavan,

Saifabad, Hyderabad.

Letter No. CE/DEF/HRDCL/2021-22 | 419

To: / The Principal,

Methodist College of Engg & Tech.,

King Koti Road, Abids,

Hyderabad - 500 001.

Dt: 06-09-2021

Sir.

Sub: - HRDCL-Engaging of Third party Quality Control Agency for carrying out Quality Control Test under the Jurisdiction of SE-I- Letter of Acceptance cum Work orders issued - Reg.

Ref: -1. Methodist College of Engineering & Technology, willingness letter, Lr. No: MCET/CE/HRDCL/2021/01, Dt; 01.09.2021.

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With reference to subject cited, it is to inform that, your offer quoted for rendering Third Party Quality Control Services for HRDCL works under the Jurisdiction of SE-I is accepted at the following rates (on value of work done) (GST Extra).

Sl. No	Estimated Cost Rs (In Lakhs)	TPQC Charges (%)
1	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

In this regard, the consultant shall conduct tests/check/sampling of materials and work as per relevant IS/IRC/ASTM/MORTH/CPHEEO standards. In case the frequency (Field test/Laboratory tests) falls short of that stipulated in the relevant IS/IRC/ASTM/MORTH/CPHEEO standards, the payment shall be reduced accordingly.

The expenditure towards payment to the TPQC Agencies shall be charged to the respective work. The payment to the TPQC Agencies shall be made along with the work bill of the construction agency. Payment shall be @ the agreed % age on the value-of work without excess tender premium+GST as applicable as per the work

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The Superintending Engineer - I, HRDCL will also monitor the performance of TPQC Agencies, and he will frequently visit the TPQC Laboratories and verify the records. The Payment to the work will be cleared after the issuance of both TPQC report and department QC Report.

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/NABL Recognition and GST registration.

The consultancy agency shall not allow sub-contracting/staffs not authorized by HRDCL in collecting samples/testing of sample/any part of this job

The consultancy agency shall deploy the authorized personnel (both Technical & Supporting staff) exclusively for this job and they shall be on year pay rolls.

The deployed filed staff shall have their identity card duly signed by their Authorized signatory and counter signed by Superintending Engineer, HRDCL.

The Authorized signatory of the consultancy agency shall only sign the Quality Control Report.

The Consultancy Agency shall submit the Quality Control Reports to the Concerned Executive Engineer, Superintending Engineer and Chief Engineer, HRDCL through mail and hard copies.

The consultancy agency shall follow the frequency of tests as per relevant IS/IRC/ASTM/MORTH/CPHEEO Standards and as per the requirement of Engineer-in-charge.

The work bills shall not be admitted unless it is accompanied by the payment to TPQC agencies.

The Consultancy Agency(Competent Authority) shall attend to this office along with Rs.100.00 Bond paper, their Q.C Lab particulars & Staff particulars and if any accreditations to enter into Agreement within 7 days from the date of receipt of this letter without fail.

Further you are informed to contact EE-I, HRDCL and commence the work immediately.

Yours Sincerely, Sd/-Chief Engineer & COO HRDCL, Hyderabad

Copy to Superintending Engineer - I, HRDCL Copy to Executive Engineer - I, HRDCL

> Dy Executive Engineer HRDCL, Hyderabad

A 06/09 1021

#### GREATER HYDERABAD MUNICIPAL CORPORATION

Office of the Superintending Engineer Quality Control Circle GHMC, Hyderabad

#### LETTER OF ACCEPTANCE

#### Lr.No.11/SE(QCC)/GHMC/2021/375

Date:20 .03.2021.

To Head of Department(Civil), Methodist College of Engineering &Technology, King Koti road, Abids, Hyderabad-500001.

Gentleman.

Sub: GHMC – Engineering – SE(QCC) – Third Party Quality Control Agencies for all civil Works (excluding CRMP, Housing and works having PMCs) executed in GHMC– Letter of Acceptance (LOA) - Issued-Reg.

Ref:

- Tender Notice No:3/SE/QCC/GHMC/TPQC/2020, Dated:15.12.2020.
- 2. Technical Bid opened on 05.01.2021.
- 3. Price Bid opened on 20.02.2021.
- Price Bid approval of Tender Committee, Dated: 03.03.2021.
- Lr.No:MCEt/SE(QCC)/GHMC/2021/01, dated:05.03.2021 of M/s Methodist College of Engineering &Technology.
- Price Bid approval of Commissioner, Dated: 03:2021.

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Vide reference 5th cited you have agreed to render Third Party Quality Control Services for all civil Works (excluding CRMP, Housing and works having PMCs) under taken by GHMC at base rate of 0.18% on the value of work done.

As per the approval of the Commissioner, GHMC vide reference 6th cited Slice No:11, Div-15 &16 (Musheerabad & Amberpet) of GHMC is allotted to render TPQC Services.

All works costing above Rs.5.00 Lakhs (excluding the works covered by Housing & PMCs) shall be subject to Third Party Quality Control inspection. The duration of the assignment is Financial Year 2021-22 w.e.f. 01.04.2021, upto 31.03.2022.

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

SI.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

The consultancy agency shall deploy the authorized personnel (both Technical & Supporting staff) submitted in Technical Bids exclusively for this job and they shall be on year pay rolls.

The deployed field staff shall have their identity Card duly signed by their Authorized signatory and counter signed by Superintending Engineer (QCC), GHMC.

The Authorized signatory ( cadre not less than HoO) of the consultancy agency who signs the agreement shall only sign the Quality Control Report.

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 and will be recommended to concerned for cancellation of AICTE Recognization.

The Agency shall begin their Third Party Quality Control Services from 01.04.2021

The Agency shall visit this office along with Rs.100/- Bond Paper on or before 27.03.2021 to conclude the agreement for rendering services as TPQC in GHMC.

Superintending Engineer, QCC, GHMC.

Copy submitted to the Chief Engineer (C&A), GHMC. Copy submitted to the Chief Engineer (P), GHMC. Copy submitted to the Chief Engineer (M), GHMC.

#### Copy to

The Superintending Engineer, Secundrabad Zone, Projects (N & EZ),GHMC.

The Executive Engineer, Division-15.16 & PD-NZ, GHMC.

The Executive Engineer, Quality Control Division-III, GHMC.

The Additional Commissioner (Fin), GHMC.

The Chief Financial Advisor, GHMC.

The Chief Examiner of Accounts, GHMC.

The Zonal Commissioner, Secundrabad Zone, GHMC.

The Zonal Financial Advisor, Secundrabad Zone, GHMC.

The Zonal Examiner of Accounts, Secundrabad Zone, GHMC.

## LETTER OF ACCEPTANCE

Lr.No.3/SE[QCC]/GHIMC/2022/ - 338

The Head of Department(Civil) Methodist College of Engineering & Technology, King Koti Road, Abids, Hyderabad-500001,

Gentleman,

GHMC - Engineering - SE(QCC) - Third Party Quality Control. Agencies for SNDP Works in Slice No-1 - Procedural instructions - Letter of Acceptance (LOA) - Issued-Reg. Sub

- Tender Notice No. NIT No.2/SE/QCC/GHMC/SNDP/2021, dated:10.12.2021.
- Technical Bid opened on 05.01.2022
- Price Bid opened on 04 02 2022.
- Lr No MCET/SE(QCC)/GHMC/2022/03, Dated: 09 02 2022 of Methodist College of Engineering & Technology Hyderabad
- Price Bid approval of Commissioner GHMC, Dated 14.02.2022.

Vide reference 4th cited you have agreed to render Third Party Quality Control. Services for Slice No-1 (Secunderabad Zone of GHMC) of SNDP works under taken by GHMC at base rate of 0.0868% on the value of work done and the same is approved by the Commissioner, GHMC vide reference 51 cited.

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

The expenditure towards payment to the TPQC Agencies shall be charged to the respective work The payment to the TPQC Agencies shall be made along with the work bill of the construction agency. Payment shall be @ the agreed % age on the value of work done without excess tender premium + GST as applicable as per the work bill. Pass order will be issued for this enhanced amount. In the Memorandum of Payments, the consultancy charges (identical amount which was added previously) will be deducted (as is being done in the case of Govf recoveries), and the amount will be remitted to the Bank account of the TPQC Agencies. TPQC Agencies shall open a Bank Account in the respective Branch of the SBI (or other Bank as the case may be) where the GHMC accounts are operated and communicate the Account No. to the concerned field Executive Engineer,

The concerned Superintending Engineer of GHMC (in addition to the regular duties) will also monitor the performance of TPQC Agencies. They will frequently visit the TPQC Laboratories and verify the records. The payment to the work bills will be cleared after the issuance of both TPQC report (wherever applicable) & departmental Q.C. Report.

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 duly intimating to Govi to dismiss / debar for five years in all departments and that Agency will be recommended to concerned for cancellation of AICTE Recognization and NBA Accreditation for 3 years.

The Consultancy agency shall not allow Sub-Contracting / staffs not authorized by GHMC in collecting samples / testing of samples/any part of this job.

The consultancy agency shall deploy the authorized personnel (both Technical & Supporting staff) submitted in Technical Bids exclusively for this job and they shall be on year pay rolls.

The deployed field staff shall have their Identity Card duly signed by their Authorized signatory and counter signed by Superintending Engineer (QCC), GHMC

The Authorized signatory of the consultancy agency who signs the agreement shall only sign the Quality Control Report.

The Consultancy Agency shall submit the Quality Control Reports to the Concerned Executive Engineer, Superintending Engineer, and Chief Engineer, GHMC and Superintending Engineer QCC & Executive Engineer(QCD), GHMC through e-mail at one go. The agency shall use the network and system situated in the Office of Authorized signatory in the College / Institution campus and shall inform the network id and IP address of the system to Superintending Engineer (QCC), GHMC to incorporate in the agreement.

The Consultancy Agency shall follow the frequency of reports as mentioned at Clause 3.9 in Page 10 of Bid document. Sampling or testing done without following the above is deemed to be invalid.

The Financial Advisors / Examiners of Accounts, GHMC shall not admit the work bills of SNDP works unless it is accompanied by the payment to TPQC Agencies.

The Consultancy Agency (Competent Authority) shall attend to this office along with Rs 100 bond paper to enter in to agreement with in (3) days from the date of receipt of this letter without fail

Superintending Engineer. QCC, GHMC

Copy submitted to the Engineer in Chief GHMC Copy submitted to the Chief Engineer, SNDP, GHMC

#### Copy to:

The Superintending Engineer, SNDP, GHMC.
The Chief Financial Advisor, GHMC.
The Chief Examiner of Accounts, GHMC.
The Executive Engineer, SNDP-I & II, GHMC.
The Executive Engineer, Quality Control Division-III, GHMC.



Lr.No. SE(QCC)/GHMC/2022/ - 368

Date:15.03.2022

Gentleman.

Sub:

GHMC - Engg. - SE, Quality Control Circle- Third Party Quality Control Agency Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing & Works having PMC) - Agreement period extended for further one year - Reg.

Ref:

- Agreement No. /SE/QCC/GHMC/2020, Date: 24.03.2021 to 27.03.2021.
- Willingness letter of M/s. Methodist College of Engineering & Technology, Hyderabad, TPQC Agency, Dated:07.02.2022.
- Note approval of the Commissioner, GHMC Dated:14. 03.2022.

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Under Clause 11 of General Conditions of Contract in the Agreement, as per the approval of Commissioner, GHMC, the area under Slice-9 (i.e.Division-23&24,Kukatpally Zone, GHMC) is re-allocated to you in addition to original allocated Slice-11(i.e.Division-15 &16,Secunderabad Zone, GHMC) for rendering TPQC Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing & Works having PMC) for further one year period. Therefore, the Third Party Quality Control Agency is requested to attend the office of the Superintending Engineer, Quality Control Circle, 4°Floor, GHMC along with Rs. 100/- Bond Paper to execute the Supplementary Agreement for Slice-11(i.e.Division-15 &16, Secunderabad Zone, GHMC) for extension and Agreement for Slice-9 (i.e.Division-23&24, Kukatpally Zone, GHMC) on or before 26.03.2022 failing which it will be construed that you are not willing to extend the TPQC Services in GHMC and action will be initiated as per agreement conditions.

Further, you are requested to submit the Bank Guarantee for Rs.2.00 Lakhs (Rupees Two Lakhs only) valid up to 31.03.2023 at the time of entering in to the above said agreement.

Superintending Engineer, Quality Control Circle,

To.

M/s. Methodist College of Engineering & Technology, Hyderabad.

Copy submitted to the Engineer-in-Chief, GHMC for favour of information. Copy submitted to the Chief Engineer(P), GHMC for favour of information. Copy to:

The Superintending Engineer, Secundrabad Zone, Kukatpally Zone & Projects (N & EZ), GHMC.

The Executive Engineer, Division-15, 16, 23, 24, PD-WZ-1 & II & PD-NZ, GHMC.

The Executive Engineer, Quality Control Division-III, GHMC.

The Chief Financial Advisor, GHMC.

The Chief Examiner of Accounts, GHMC.

The Zonal Commissioner, Secundrabad Zone & Kukatpally Zone, GHMC.

The Zonal Financial Advisor, Secundrabad Zone & Kukatpally Zone, GHMC.

The Zonal Examiner of Accounts, Secundrabad Zone & Kukatpally Zone, GHMC.



Date:15.03.2022

Lr.No. SE(QCC)/GHMC/2022/ -368

Gentleman.

Sub: GHMC – Engg. – SE, Quality Control Circle–Third Party Quality Control Agency Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing & Works having PMC) - Agreement period extended for further one year – Reg.

Ref:

- Agreement No. /SE/QCC/GHNC/2020 Date 24.03.2021 to 27.03.2021.
- Willingness letter of M/s. Methodist College of Engineering & Technology, Hyderabad, TPQC Agency, Dated:07.02.2022.
- Note approval of the Commissioner, GHMC Dated:14. 03.2022.

\*\*\*

Under Clause 11 of General Conditions of Contract in the Agreement, as per the approval of Commissioner, GHMC, the area under Slice-9 (i.e.Division-23&24,Kukatpally Zone, GHMC) is re-allocated to you in addition to original allocated Slice-11(i.e.Division-15 &16,Secunderabad Zone, GHMC) for rendering TPQC Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing & Works having PMC) for further one year period. Therefore, the Third Party Quality Control Agency is requested to attend the office of the Superintending Engineer, Quality Control Circle, 4\*Floor, GHMC along with Rs. 100/- Bond Paper to execute the Supplementary Agreement for Slice-11(i.e.Division-15 &16, Secunderabad Zone, GHMC) for extension and Agreement for Slice-9 (i.e.Division-23&24, Kukatpally Zone, GHMC) on or before 26.03.2022 failing which it will be construed that you are not willing to extend the TPQC Services in GHMC and action will be initiated as per agreement conditions.

Further, you are requested to submit the Bank Guarantee for Rs. 2.00 Lakhs (Rupees Two Lakhs only) valid up to 31.03.2023 at the time of entering in to the above said agreement.

Superintending Engineer, Quality Control Circle,

To.

M/s. Methodist College of Engineering & Technology, Hyderabad.

Copy submitted to the Engineer-in-Chief, GHMC for favour of information. Copy submitted to the Chief Engineer P), GHMC for favour of information. Copy to:

The Superintending Engineer, Secundrabad Zone, Kukatpally Zone & Projects (N & EZ), GHMC.

The Executive Engineer, Division-15, 16, 23, 24, PD-WZ-1 & II & PD-NZ, GHMC.

The Executive Engineer, Quality Control Division-III, GHMC.

The Chief Financial Advisor, GHMC.

The Chief Examiner of Accounts, GHMC.

The Zonal Commissioner, Secundrabad Zone & Kukatpally Zone, GHMC.

The Zonal Financial Advisor, Secundrabad Zone & Kukatpally Zone, GHMC.

The Zonal Examiner of Accounts, Secundrabad Zone & Kukalpaily Zone, GHMC.

Lr.No. SE(QCC)/GHMC/2023/ - 29 +

Date: 17.02.2023.

Gentlemen.

Sub:

GHMC - Engg - SE, Quality Control Circle- Third Party Quality Control Agency Services for SNDP Works - Agreement period extended for further period of 1 year -Reg.

Ref:

Agreement No. /SE/QCC/GHMC/2022, Date: 18.02.2022.

This Office Lr.No. SE(QCC)/GHMC/2022/287, Date:31.01.2023.

 Willingness Letters of (5) TPQC Agencies
 Note approval of the Commissioner, GHMC through e-Office no.286018 Dated: 16.02.2023.

Under Clause 11 of General Conditions of Contract in the Agreement, as per the approval of Commissioner, GHMC vide reference 4th cited, the time schedule for completion of job for rendering TPQC Services for Slice No. 1 to 6 (as mentioned below table ) of SNDP works under taken by GHMC is extended for further period of 1(One) year.

Slice No.	Name of the Slice	Name of the Bidder	
1	Secunderabad Zone (Package - 1,2 & 3)	Methodist College of Engineering &Technology, KingKoti road, Abids, Hyderabad- 500001.	
2	Kukatpally Zone (Package – 4)	Gokaraju Rangaraju Institute of Engineering & Technology, Bachupally, Hyderabad – 90.	
3	L.B. Nagar Zone (Package -5 & 6)	Vardhman College of Engineering, Nagarguda, Shamshabad Road, Kacharam, -501218	
4	Khairtabad & Serilingampally Zones of GHMC (Package -7 & 10)		
5	Charminar Zone, Jalpally Municipality, Meerpet Municipal Corporation and Badangpet Municipality (Package -8,9,11,12 & 13)	MVSR Engineering College Door No.G.P.10- 101, Nadargul (P.O.), Hyderabad-501510	
6	Nizampet Municipal Corporation &Peddamberpet Municipality (Package -14 & 15)	VNR Vignana Jyothi Institute of Engineering &Technology Bachupally via Kukatoally, Hyderabad-500090	

It is to inform that, on request and as per the approval of Commissioner, GHMC, the area under Slice - 4 (Package-7 & 10 i.e., Khairtabad & Senlingampally Zones of GHMC) (initially allotted to M/s. St. Martin's Engineering College, Hyderabad) is re-allocated to the M/s. Vardhman College of Engineering, Hyderabad in addition to Slice - 3 with the same agreement conditions for further one year period i.e., upto 18.02.2024 as the M/s. St. Martin's Engineering College, Hyderabad have not submitted willingness to extend their TPQC services for further period.

Further, all the Third Party Quality Control Agencies are requested to attend the office of the Superintending Engineer, Quality Control Circle, 4thFloor, GHMC along with Rs.100/- Bond Paper to execute the Supplemental Agreement-I for the extended 1(One) year period on or before 18.02.2023 falling which it will be construed that you are not willing to extend the TPQC Services in GHMC and action will be initiated as per agreement conditions.

Further, you are requested to submit the Bank Guarantee for Rs.2.00 Lakhs (Rupees Two Lakhs only) valid up to 18.02.2024 at the time of entering in to the above said agreement.

> Superintending Engineer, QCC, GHMC.

To.

Methodist College of Engineering & Technology.

Gokaraju Rangaraju Institute of Engineering & Technology.

Vardhman College of Engineering .
 MVSR Engineering College.

VNR Vignana Jyothi Institute of Engineering &Technology

Copy submitted to the Engineer in Chief, GHMC. Copy submitted to the Chief Engineer, SNDP, GHMC. Copy submitted to the OSD(H&L), GHMC.

#### Copy to:

The Superintending Engineer, SNDP, GHMC. The Superintending Engineer, HL&WBMC, GHMC The Chief Financial Advisor, GHMC. The Chief Examiner of Accounts, GHMC. The Executive Engineer, Div-SNDP-I & II,NTD & HSLD, GHMC. The Executive Engineer, Quality Control Division-I ,II & III GHMC.

Lr.No. SE(QCC)/GHMC/2023/ - 307

Date:21.03.2023

Gentleman.

Sub: GHMC – Engg. – SE, Quality Control Circle – Third Party Quality Control Agency Services for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing ,SNDP & Works having PMC) – Agreement period extended for further period of 1 year – Intimation - Reg.

Ref:

Agreement No. /SE/QCC/GHMC/2022 Date: 25:03:2022.

This Office Lr.No:/SE/QCC/GHMC/2020-302, Dated: 27.02.2023.

Willingness Letters of (11) Agencies, Dated: 04 & 06.03.2023.

 Note approval of the Commissioner, GHMC through e-Office no.241696 Dated: 19.03.2023

Under Clause 11 of General Conditions of Contract in the Agreement, as per the approval of Commissioner, GHMC vide reference 4th cited, the time schedule for completion of job for rendering TPQC Services for Slice No. 1 to 12 (as mentioned below table ) for Civil Works of Greater Hyderabad Municipal Corporation (excluding CRMP, Housing, SNDP & Works having PMC) is extended for further period of one (1) year i.e., upto 31.03.2024.

Slice No.	Circle / Division No	Name of the Division	Name of the TPQC Agency	% of Charges Applicable (Estimated cost)				
				Rs.5.00 Lakhs to Rs.10.00 Lakhs	Rs.10.00 Lakhs to Rs.50.00 Lakhs	Rs.50.00 Lakhs to Rs.200.00 Lakhs	Above Rs.200.00 Lakhs	
	Circle-1	Kapra	Siddartha Institute	0.216	0.18	0.144	0.09	
1	Circle-2	Uppal	of Techonogy& Science					
	Circle-3	Hayath Nagar		0.216	0.18	0.144	0.09	
2	Circle-4	LB Nagar	MVSR Engineering College					
	Circle-5	Saroomagar	30,030					
	Circle-6	Malakpet	Vidya Jyothi	0.216	0.18	0.144	0.09	
3	Circle-7	Santoshnagar	Institute of					
	Circle-8	Chandrayangutta	Technology					
	Circle-9	Charminar		0.216	0.18	0.144		
4	Circle-10	Falaknuma	Vardhman College of Engineering				0.09	
	Circle-11	Rajendranagar	ui Erginosing					
	Circle-12	Mehdipatnam	Lords Institute of		0.18	0.144		
5	Circle-13	Karwan	Engineering &	0.216			0.09	
	Circle-14	Goshamahal	Technology					

6	Circle-17	Khairtabad	Engineering Staff	0.216	0.18	0.144	0.09	
	Circle-18	Jubilee hills	College of India	0.210	0.10	0.144	0.00	
	Circle-19	Yousufguda	Gokaraju Popograju kostituto	JALA.				
7	Circle-21	Chanda Nagar	Rangaraju Institute of Engineering & Technology	0.216	0.18	0.144	0.09	
8	Circle-20	Serlingampalli	VNR Vignana	0.216		0.144	0.09	
	Circle-22	RCP/PTC	Engineering & Technology		0.18			
9	Circle-23	Moosapet	Methodist College of Engineering &Technology		0.216	0.18	0.144	0.09
	Circle-24	Kukatpally		0.210	0,10	0.144	0.00	
П	Circle-25	Quthbullapur	Gokaraju Rangaraju Institute of Engineering & Technology		0.18	0.144	0.09	
10	Circle-26	Gajularamaram		0.216				
	Circle-27	Alwal						
	Circle-15	Musheerabad	Methodist College of Engineering &Technology	0.216	0.18	0.144	0.09	
11	Circle-16	Amberpet		0.210	0,10	0.144	0.00	
		Circle-28	triuming gri	Marri Laxman			30773	
12	Circle-29	Secundrabad	Reddy Institute of Technology &	0.216	0.18	0.144	0.09	
	Circle-30	Begumpet	Management					

It is to inform that, on request and as per the approval of Commissioner, GHMC, the area under Slice — 10 (Div-25(Quthbullapur), Div-26 (Gajularamaram) & Div-27 (Alwal), Kukatpally Zone of GHMC (initially allotted to M/s. St. Martin's Engineering College, Hyderabad) is re-allocated to the M/s. Gokaraju Rangaraju Institute of Engineering & Technology, Hyderabad in addition to Slice - 7 with the same agreement conditions for further one year period i.e., upto 31.03.2024 as the M/s. St. Martin's Engineering College, Hyderabad have not submitted willingness to extend their TPQC services for further period.

The Third Party Quality Control Agencies are requested to attend the office of the Superintending Engineer, Quality Control Circle, 4th Floor GHMC along with Rs.100/- Bond Paper to execute the Supplemental Agreement-I for extension of the time on or before 27.03.2023 failing which it will be construed that you are not willing to extend the TPQC Services in GHMC and action will be initiated as per agreement conditions.

Further, you are requested to submit the Bank Guarantee for Rs.2.00 Lakhs (Rupees Two Lakhs only) valid up to 31.03.2024 at the time of entering in to the above said agreement.

Superintending Engineer, Quality Control Circle, GHMC.

To.

M/s .Engineering Staff College of India.

M/s. MVSR Engineering College.

M/s. Gokaraju Rangaraju Institute of Engineering & Technology.
 M/s. VNR VignanaJyothi Institute of Engineering & Technology.

5. M/s .Siddartha Institute of Technology& Science.

M/s. VidyaJyothi Institute of Technology.

7. M/s Vardhman College of Engineering.

M/s Lords Institute of Engineering &Technology.
 M/s Methodist College of Engineering &Technology.

10. M/s Marri Laxman Reddy Institute of Technology & Management.

Copy submitted to the Engineer-in-Chief, GHMC for favour of information. Copy submitted to the Chief Engineer(P), GHMC for favour of information. Copy submitted to the OSD(H&L) ,GHMC for favour of information.

Copy to:

All the Superintending Engineers, (Maintenance, Project , Housing & HL&WBM), GHMC.

The Executive Engineers of Division No.( 1-30),PD - EZ -1 , PD - WZ - I & II, PD - NZ - I , PD - SZ - I & II. Housing -I,II & III ,Lakes GHMC.
The Executive Engineers of Quality Control Division – I,II, III, GHMC.

The Chief Financial Advisor, GHMC. The Chief Examiner of Accounts, GHMC.



# Sapala Organics Private Limited

(A) (Sc) 0.00 (; 20 )5 & 27001; 20 (3 Certified Company)

Plot Nos 1444 5, 147 (2000 0, 1 to A40lizque, 1 byks atold - 500 070, Tolangana State, INDIA

Plyttin - 141-40-27 (7017), 75, 76, Julofax - 94, 40-27 (506)

To

Date: 07-03-2022

The Principal
Methodist College of Engineering & Technology,
King koti road, Abids
Hyderabad -500 001.

Dear Sir/Madam.

Sub: Proposal for consultancy Project on "Energy Audit, Electrical Design Services." 
Development of Automation Systems and Training for PV Solar systems." -

Reg

Ref: Our discussion on 02-03-2022.

With a subsequent discussion we are informing you that our company wants to assign the following project to your college which is related to Electrical and Electronics Engineering. The project is "Energy Audit, Electrical Design Services Development of Automation Systems and Training for PV Solar systems", and to execute the project experts in the field of EEE are required. It may be executed in our Company or in your laboratory.

We would be privileged to partner with your organisation in this program.

Request you to kindly acknowledge

Thanking you

For Sapala Organics Pvt Ltd

Executive Vice President

www.sapalaorganic.com/CIN No. 12341107GZ005PTC047050, GSTIN: 36AAJCS1655F1ZB



# METHODIST

## COLLEGE OF ENGINEERING & TECHNOLOGY

(AUTONOMOUS INSTITUTION)

(Approved by AICTE, New Delhi, Affiliated to Osmania University)

Accredited by NBA and NAAC with A+ Grade

To.

Date: 09-03-2022

Methodist College of Engo & Tech.
Abids, Hyderabad-500 001.

M/s SAPALA ORGANICS PVT LTD

Plot Nos. 146B & 147, IDA Mallapur, Phase-II.

Hyderabad, Telangana- 500076

Dear Sir/Madam,

Sub: Acceptance of project for "Energy Audit, Electrical Design Services

Development of Automation Systems and Training for PV Solar systems"-Reg.

With reference to the above, we are glad to take up your assigned project by the Department of EEE Faculty. The assigned project is "Energy Audit, Electrical Design Services Development of Automation Systems and Training for PV Solar systems" with the following terms and conditions.

#### Quotation

S.No	Particulars	Amount (Rs)
ı	Energy Audit, Electrical Design Services Development of Automation Systems and Training for PV Solar systems (Including GST)	14,20,000.00
	Total:	14,20,000.00

Thanking you,

Pkof Prabnu G Benakop

PRINCIPAL

ACTHODIST COLLEGE OF ENGS. & TECH.

Terms & Conditions:

Minimum duration of execution of project – 3 months

Payment should be made 50% advance along with work order

· Quotation is valid for one month

Based on the requirement our faculty will be deputed with as per your request.

Website: www.methodist.edu.in



# Sapala Organics Private Limited

SPLA-03-2022 Ref:Quoatation elated 09-03-2022

Date: 16-03-2022

#### WORK ORDER

#### METHODIST COLLEGE OF ENGINEERING AND TECHNOLOGY

King Koti Road, Abids, Hyderabad 500 001

Dear Sir/Madam.

We are pleased to release a Work Order for the execution of the consultancy project, detailed below.

Project Details	
Project Name	Energy Audit, Electrical Design Services Development of Automation Systems and Training for PV Solar systems
Estimated value of Work	14.20,000.00
Timelines Date(s)	02.05.2022
Project Address	METHODIST COLLEGE OF ENGINEERING & TECHNIOLOGY, H.No.4-1-1001/1045/8788 & 3-2, King Koti Rd, behind Brand Factory, Abids, Hyderabad, Telangana-500001
Invoice Address	SAPALA ORGANICS PVT LTD Plot Nos. 1468 & 147, IDA Mallapur, Phase-II, Hyderabad, Telangana 500076
Payment	100% Payment within 30 days of receipt of Invoice or as agreed under the Agreement.
Email for Communication	principal@methodist.edu.in

Please mention the Work Order Number SPLA-03-2022 for all your future correspondence to easy reference and payment facilitation.

Request you to kindly acknowledge and accept this Work Order.

Trianking you.

For Sapala Organics Pvt Ltd

TSR Lakshmi

Executive Vice President





# Sapala Organics Private Limited

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Line College of Espain court is be finished.

Date 29:00 2622

Peur SayMaclato,

Substitution of the Properties of Properties Automation and Process Optimization of Chemical

Industry Alore, with instrumentation Maintenance\* Reg. Ref. Our discussion on 34 pro/3622

With a subsespent discussion we are informing you that our company wants to assign the following project to your college which is related to Electronics and communication Empression. The project is "Automation and Process Optimization of Chemical Industry Along with his manimation Maintenance", and to execute the project, experts in the field of Enf are required, it may be executed in our Company or in your laboratory.

We would be privileded to partner with your organisation in this program.

Request you to landly a knowledge.

thanking you

For Sapala Organics Pet 11d

(TSR Lakshmi) Executive Vice President



## METHODIST

# COLLEGE OF ENGINEERING & TECHNOLOGY

(AUTONOMOUS INSTITUTION)

(Approved by AIC TL, New Dellal, Affiliated to Osmania University) Accredited by NBA and NAAC with A+ Grade

2000

MIS SAPALA ORGANICS PVT LTD Plot Nos. 146B & 147, IDA Mallapur, Plase-II, Hyderabad, Telangana-500076

Date: 04-07-2072

Dear Sir/Madam,

Sub: Acceptance of project for "Automation and Process Optimization of Chemical Industry Along with Instrumentation Maintenance" - Reg.

With reference to the above, we are glad to take up your assigned project by the Department of ECE Faculty. The assigned project is "Automation and Process Optimization of Chemical Industry Along with Instrumentation Maintenance" with the following terms and conditions.

#### Quotation

S.No	Particulars	Amount (Rs)	
1	Automation and Process Optimization of Chemical Industry Along with Instrumentation Maintenance		
_	(Including GST) Total	17,77,780.00	

Thanking you,

Prof. Prabhu G Benakop PRINCIPAL

DOST COLLEGE OF ENGG. & TECH.

Terms & Conditions:

Minimum duration of execution of project – 3 months

Payment should be made 50% advance along with work order

Quotation is valid for one month

Based on the requirement our faculty will be deputed with as per your request.

HEAD OF THE DEPARTMEN DEPARTMENT OF ECE METHODIST COLLEGE OF ENGG. & TECH. ABIDS, HYDERABAD

King Koti Road, Abids Hyderabad - 500 001, T.S. India Ph: 040 - 24753445, 24755999 E-mail: principal@methodist.edu.in

website: www.methodist.edu.in



# Sapala Organics Private Limited

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[3674] (4.7574 90.14 Super Stellar Stellar Company)

[3674] (4.7574 90.14 Super Stellar Stellar

SPLA-05-2022

Ref: Quotaion covered as July

Date: 13-07-2022

## WORK ORDER

METHODIST COLLEGE OF ENGINEERING AND TECHNOLOGY

King Koti Road, A sets, Hydorabad 590,004

Dear Sir/Madam

the are pleased to solding a World Order for the executive of the consultancy project,

THE PROPERTY OF THE PARTY OF TH
Automotion and Process Optimization of Chemical Industry
Along with Instrumentation Maintenance 17,77,780,50
30.09.2022
METHODIST COLLEGE OF ENGINEERING & TECHNOLOGY, HTM: 4-1-1001/1045/8786 &t 3-2 King Koti Rd healed
Star di Factory, Abies Hyderabad, Telangana-500001 SAPALA DRGANICS PVT LTD Plot Nos 1468 & 147, IOA Mallaput, Phase-II, Hyderabad, Telangana 500076
100% Payment within 30 days of receipt of Invoice or as agreed under the Agreement.
d-included methodist.edum

Peace mention the Work Order Number SPLA-05-2022 for all your future correspondence to easy reference and payment facilitation.

Request you to kindly aconomics; e and accept this Work Order.

Tranking you.

For Sapala Organics Pvt Ltd

TSR Lakshmi

**Executive Vice President** 



# ASEERVA ENGINEERING ENTERPRISES

Office: #3-1-680/1, Rd #4, Kakatiya Colony, LB Nagar, Hyderabad - 500 074
Contact: +91-78422 42769 Email: info@ascerve.co.in Web: www.ascerve.co.in

Dr. John William Corey Medithe
Associate Professor
Department of Electronics and Communication Engineering
C-308 C-Block, Methodist College of Engineering and Technology
Asids, Hyderabad

Date: 16" May 2023

## Award of Consultancy Work (Signal Simulator)

with reference to our discussions and your willingness to work with us on our consultancy projects, we are pleased to award you the Signal Simulator consultancy work as per the following guidelines. We request you to go through the compliances carefully and send us your consent.

#### Description of Work:

To study the Circuitry of the Signal Simulator, Assessment and Fault diagnosis of the System, Repair the damaged circuits and components, Validation and Integration of all components, and Final Testing.

The scope includes your visits to the testing center at our client's office at Vishalthapatnam, for testing and validation with one-week prior intimation from us.

#### Timeline:

This project has a very strict timeline of 45 days, and you need to adhere to the Smelines. You should complete all the scope of work and submit the system well before the deadline to., 30° June 2023.

Further, you are requested to provide the schedule and milestones for the execution of the project.

#### facilities & Security Measures:

You shall arrange a well-secure and dedicated workstation with all the required facilities to execute this project and alongur lechnical team or representatives to visit your workstations to monitor the progress at least once a week.

Please note that this project belongs to the Ministry of Defense, and all the components belong to the Indian lirry. Hence, you must take proper security measures in all aspects. The information should be kept highly confidential and if at all it's found misused or used for any other purposes or loss of any components, it will affect legal proceedings against you.

#### Eroject Cost:

The test of the project (Consultancy fee) will be discussed and finalized as per the level of the work and the progress. You are expected to showcase your capabilities by doing this pilot project. Besid on the satisfactory performance of this project awarding of the new project Design and Development of a New Signal Simulator System may be considered.

Fleate sand the signed and stamped copy of this order to give your consent agreeing to all the compliances stated above for further proceedings.

We wish you all the bost.

For Ascerva Engineering Enterprises Dr. B Chakravarty, Flead-Projects

# Consultancy Work on Signal Simulator - Inquiry and Collaboration Request De carry contract the Gamail.coms

& attended to in To pegaete and the dist edu in sdr. carey@methodist.edu ins

Mon, May 15, 2023 at 3:40 PM

Dear Sty Madam. Ageno Engineering, Hyderabad.

Those this email finds you well.



Tan writing to you as Dr. John William Carey Medithe, Associate Professor in the Department of per and Communication Engineering at Methodist College of Engineering and Technology, Bectooks and Abids, Hyderabad. We recently had a productive phone discussion, and I am excited to the possibility of collaborating with your esteemed organization on the Signal Simulator project sarthe Indian Navy.

me to introduce Methodist College of Engineering and Technology, an autonomous institution Alea me to the like in its IIC 3.5/5 star rating, accredited by NAAC A+ and NBA. Our college has a strong that record of innovation, with over 60 filed patents, 30% of which have already been granted. Our trail record in electronic circuitry, AI/ML, machine coding, and automation.

per our discussion, I would appreciate it if you could provide further details regarding the work scope, are collected duration, and any other pertinent information for the consultancy project on the Signal Security Collaboration strategy and the requirements and deliverables, enabling us to propose an effective collaboration strategy.

Assessmely, we would like to express our enthusiasm for the opportunity to work with your organization. The Indian Navy's Signal Simulator project aligns perfectly with our expertise and research Interests, and we believe that our combined efforts can lead to significant advancements in this domain.

We look forward to receiving more information about the project and discussing the potential en aboration in detail. Please let us know if there are any specific documents or requirements we should be aware of.

Thankyou for considering our interest, and we eagerly await your response.

Best regards,

Dr. John William Carey Medithe,

Associate Professor.

Desertment of Electronics and Communication Engineering,

C-003, C-Block; Methodist College of Engineering and Technology

Abds, Hyderabad