

NIZAMABAD MUNICIPAL CORPORATION
NIZAMABAD

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Tender Notice No: ME/NMC/33/2022

Dt:

REQUEST FOR PROPOSAL (RFP)
for

Appointment of agency for conducting 3rd Party Quality Control Services for all Engineering works (costing above Rs.1.00 Lakh) undertaken by Nizamabad Municipal Corporation for the financial year March 2022 to Feb 2024.

Name and address of the proposer : M/s.
.....
.....

Earnest Money Deposit (EMD) : DD No..... Dt.....

EMD Rs.2.00 lakhs (Rupees Two Lakhs only)
payable along with Bid/ Proposal in the shape of
Demand Draft drawn on any Nationalized bank in
favour of Commissioner, NMC payable at
Nizamabad.

Note:

1. RFP Document can be downloaded from website: www.nizamabadcorporation.telangana.gov.in. The DDs related to Bid Processing Fee and EMD payable shall be attached along with the tender document while submitting bidding document.
2. Complete BID/RFP Document duly filled in Technical bid and Financial bid separately sealed in each cover 'A' and 'B' respectively and put together in single cover 'C' shall be submitted by the bidder indicating clearly the name & address of the agency/firm and Name of Work etc. Each page of the Proposal shall be signed and accompanied with requisite relevant enclosures.
3. Incomplete document will be rejected, without assigning any reason, thereof.

Nizamabad Municipal Corporation

Nizamabad

RFP NOTICE No. M E / N M C / 3 3 / 2 0 2 1

Dated:-

Subject: Appointment of agency for conducting 3rd Party Quality Control Services for all Engineering works (costing above Rs.1.00 Lakh) undertaken by Nizamabad Municipal Corporation for the financial year March 2022 to Feb 2024.

The Nizamabad Municipal Corporation invites Consultancy Firms (which term includes Consultancy Wings of Reputed Engineering Colleges) experienced in rendering third party Quality Assurance Services in Civil Construction works including those of Govt. Departments to submit technical and financial proposals for consultancy services required for 3rd Party Quality Control Services for all Engineering works (costing above Rs.1.00 Lakh) undertaken by Nizamabad Municipal Corporation for the financial year March 2022 to Feb 2024.

1. The general categories of works taken up by Nizamabad Municipal Corporation are as follows:
 - a) Cement Concrete Pavements
 - b) Bituminous Road Works
 - c) Under Ground Drainage
 - d) Storm Water Drains
 - e) RCC Buildings/Culverts/Bridges
 - f) Culverts & Bridges
 - g) Solid Waste Management Works
 - h) Other civil works.
 - i) Water supply works

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

2. The Purpose of this assignment is

- Independent assessment of quality of construction works by third party agency to ensure that the Civil Works are constructed with good construction materials & as per desired standards of quality construction, to motivate Contractor to achieve above aspects.
- The 3rd party technical and quality assurance consultant shall provide an independent assessment on the quality of Civil Works to be executed at different stages of construction. The consultant shall setup a quality control laboratory locally (preferably within 20 km radius) similar to the existing laboratory or of a higher standard. The quality assurance system with the help of prescribed testing norms laid down in Indian Standards through a competent team of appropriate engineers shall be ensured. The consultant employed shall be responsible for quality assurance both basic input materials

& workmanship and final product by conducting appropriate tests (Both field & laboratory) including periodical supervision at appropriate stage of construction.

- The consultant shall deploy the professionals & subordinates as per need of assignment and shall issue report of on-going and completed works.
- During pre construction inspection, the consultant shall highlight the problem area if any, and also suggest steps/ solution for the same so as to achieve the desired target of quality.
- For quality assurance the consultant shall carry out testing (both field & laboratory) of materials used in construction work and concrete casted during the course of construction work.

3. Qualification criteria for participating in the Tenders.

- a. Firm should be a registered in Telangana State Only.
- b. The Consultancy should perform successfully, the similar services in the last three years in any Municipal Corporation in the Telangana State
- c. The agency should submit the experienced certificates issued by not below the rank of Superintending Engineer(Work orders and LOA not accepted).
- d. The cumulative annual turnover of the firm on civil engineering consultancy works shall not be less than Rs.50.00 Lakhs for three years in the last five years.
The tenderers should submit latest Audited Balance Sheet duly certified by the Chartered Accountant.
- e. The firm shall be accredited by **National Accreditation Board for Testing and Calibration Laboratories (NABL)**.
(Joint Venture or Tie-up with another Agencies is not allowed & Educational Institutions are not allowed).
- f. The Consultancy firm shall have valid registration for GST.
- g. Provident Fund (PF Registration copy and Last one year of paid copies)
- h. ESI (ESI Registration copy and last one year of paid copies)
- i. The consultant shall be able to appoint one manager of BE (Civil) with 3 years' experience and 5 years in Diploma Civil as QC Engineer apart from other supporting technical and non-technical staff exclusively for this job for Municipal Corporation Nizamabad.

Man Power requirement for quality assurance assistance:

Sl.no	Position
1	Mechanical Engineer (Graduate in Mechanical Engineering with minimum experience of 3 years)
2	Sr.Electrical Engineer (Degree in Electrical Engineering with minimum experience of 3 years)
3	Manager (Degree in Civil Engineering with minimum 3 years or Diploma in Civil Engineering with 5 years experience in Quality control, Quality Assurance and Quantity survey of Housing, Water supply, Sewerage, Road, Drains, Buildings, Interior works etc.,
4	Technical Inspector (Diploma in Civil Engineering with 3 years experience

	or ITI with 5 years experience in Quality control, Quality assurance and Quantity survey of Housing, Water supply, Sewerage, Roads, Drains, Buildings, Interior works etc.,
5	Lab Technicians (5 years experience in Quality control, Quality assurance and Quantity survey of Housing, Water supply, Sewerage, Roads, Drains, Building, Interior work etc.,

Staff Pattern for Circle Wise:

Sl.no	Consultant Team	Requirement of Personnel
1	Jr. Manager/Engineer	3
2	Lab Technicians	2
3	Mechanical/Electrical Engineer	1
	TOTAL	6

Note:

- j. In support of qualifying criteria, the details and certificates are to be submitted as per the pro-forma available in the tender document.
- ii. The bidder is subjected to be disqualified and liable for black listing and forfeiture of bid security, if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements.
- iii. The bidder should submit a copy of PAN CARD and a copy of valid GST registration certificate (Latest GST Returns).
- iv. Sub-Contracting is not allowed.
- v. Municipal Corporation Nizamabad reserves the right to relax the conditions uniformly if required for eligibility of the bidders in the public interest. The bidder(s) shall not have any right to question the decision taken by the Municipal Corporation Nizamabad in this regard.

4. Bid Security: The consultant/agency shall upload bid Security for Rs. 2,00,000/- [DD may also be allowed] in the form of irrevocable Bank Guarantee by a Nationalised Bank with validity

period up to **two (2) years** in favour of the Commissioner, Municipal Corporation Nizamabad. The proposals received without Bid Security shall not be considered. The Bid Security is liable to be forfeited if successful bidder fails to execute the agreement within 7 days from the date of issue of Letter of acceptance. The bid security of unsuccessful bidders will be discharged on finalizing the contract.

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

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

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

6.1. The “**Technical**” and “**Financial**” *proposals must be submitted in two separate sealed envelopes* (with respective marking in the bold letters) following the formats/schedules give in the supplementary information for consultants. The first envelope marked “**TECHNICAL PROPOSAL**” should include the description of the firm/organization, the firm’s general experience in the field of assignment and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The first envelope should not contain any cost information whatsoever. The second envelope marked “**FINANCIAL PROPOSAL**” must also be **sealed with sealing wax** and initialled twice across the seal and should contain the detailed price offer for the consultancy services.

Both the sealed envelopes should again be placed in an OUTER COVER (which shall also be sealed) sealed cover, which will be received in the office of the Commissioner, NMC upto the time mentioned in tender notice.

6.2 Evaluation of Proposal:

A) Technical Evaluation: As per eligibility criteria and documents submitted by the agencies, the technical evaluation will be carried out on the information & documentary evidence submitted by the tenderer along with the Technical Bid. The technical proposal will be evaluated based on the qualification criteria of the tender document.

B) Financial Evaluation: The Agencies who satisfy the qualifying criteria in Technical proposals will be considered responsive tenderers and their financial proposals only considered for evaluation.

The agencies who quotes lowest % of charges for TPQC on ECV of works will be considered successful tenderer.

7. Award of Contract

The Agencies who satisfy the qualifying criteria in Technical proposals and quotes lowest / competitive financial proposals will be considered for award of the contract.

8. The Commissioner, Municipal Corporation Nizamabad reserves the right to accept or reject any or all bids without assigning any reasons whatsoever.

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 civil works at appropriate stage of construction.

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

The consultant shall highlight the problem area if any, and also suggest steps/solutions for the same so as to achieve the desired standards of quality products.

For quality control, the consultant shall carry out testing at random (both field & laboratory) of materials used in construction work, workmanship and final product of construction work.

2. SCOPE OF WORK

The consultant or his representative shall inspect the sites before commencement of work, during progress of the work at the frequency mentioned below and after completion of work and closely verify whether stipulated standards of quality is maintained at site. If there is any discrepancy/ error/ omission, the consultant shall point out it with suggestions and remedial measures to the Client.

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.

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

3. GOVERNING FACTORS

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.

The consultant shall timely carry out independent checking / testing of materials after collecting random sample in the presence of representative of contractor and department to ensure that specified quality is achieved. If neither departmental officer nor contractor is present at site, they shall visit the site again with due notice to the departmental officer / contractor and sampling shall be done only in their presence. Similarly testing shall be done in the presence of Q.C. Engineer or departmental officer or contractor. The frequency, number, location and timing of sampling shall be spread over the whole area of the work and construction period such that they will fairly represent the whole work's quality.

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

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

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

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

The consultant shall appoint one manager with B.E. (Civil) and 3 years experience as Q.C. Engineer apart from other supporting technical and non-technical staff.

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

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

Frequency of visits: (Minimum Number)

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

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

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

During 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 to the concerned Executive Engineer, Municipal Corporation Nizamabad. The points mention in the report shall be checked for compliance in subsequent visits and reported. The consultant shall make further visits has necessary to follow up particular areas of concern. One of the main objectives is to point out to the respective contractors how improvements can be made to the working practices and to resolve difficulties in an amicable manner. It should be remembered that time is the essence of the contract and that considerable judgement is required regarding quality aspects of the work. If contractors failed to heed advice or undertake work that is suspect which requires rectification or

replacement the matter is to be immediately reported to the Executive Engineer so that appropriate action can be taken under the terms of contract.

The Consultant shall take action for casting cubes during the concreting work of pavements. On completion of the work, core tests shall be conducted invariably (irrespective of the outcome of cube test results) to assess the strength, thickness and Density of pavements.

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

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

The consultant shall furnish work wise inspection report of each visit with all details, highlighting problem area and its solution etc. to concerned Executive Engineers, Municipal Corporation Nizamabad. The consultant shall be responsible for bringing out in writing, to the notice of concerned the Executive Engineer, Municipal Corporation Nizamabad any instances of deviations from accepted quality of construction materials, workmanship and general quality of works at appropriate stages of construction / renovation.

The consultant shall submit weekly reports of his observations and inspections, highlighting the progress of the work to the concerned Executive Engineer, Municipal Corporation Nizamabad. The major defects / shortcomings / deviations observed during the visits shall be notified immediately to the concerned Executive Engineer, Municipal Corporation Nizamabad.

The consultant shall communicate tentative inspection schedule to the concerned Executive Engineer whenever the core cutting is planned. The Consultant shall also communicate the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores and BT Cores etc., well in advance to the concerned Executive Engineer, Municipal Corporation Nizamabad through electronic mail or SMS to enable them to witness the tests at random.

The consultant shall bring to the notice of Executive Engineer, Municipal Corporation Nizamabad immediately, if any work is found being executed with change of specifications and / or change of site without approval of competent authority. If in his opinion it is found necessary to change specifications or modify design, the same shall be brought to the notice of concerned Executive Engineer if the work is below Rs 50.00 Lakhs and the Superintending Engineer if the work value is exceeding Rs.50.00 Lakhs

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 Executive Engineer, Municipal Corporation Nizamabad.

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

Reports of material testing should be provided by 3rd party consultant to concerned Executive Engineer, Municipal Corporation Nizamabad.

In respect of RCC / SWG pipes and Manhole covers, 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 & the Superintending Engineer whenever such inspections are planned. The Executive Engineer shall also visit the factory to witness such tests for some works selected at random.

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

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

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.

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

3.25. The concerned Executive Engineer will furnish the completion plan to the 3rd party Consultant/ after the approval of deviation statement and Final Bill Abstract is finalized.

4. SCHEDULE FOR COMPLETION OF ASSIGNMENT

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

5. FORMATS

The work wise 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. and WIN Code
- f. Names of the In-charge Municipal Corporation Nizamabad Engineers
- g. Observations, action taken on earlier observations, remedial measures, suggestive measures
- h. Standard formats meeting the requirements of respective IS/IRC/ ASTM / MORTH standards shall be used for test reports (field tests as well as laboratory tests). While mentioning the gradation / strength/thickness/density etc the target values& tolerances (if any) as per specifications/ IS/IRC/ASTM or MORTH standards shall be mentioned.

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

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

To the Concerned Executive Engineer, Municipal Corporation Nizamabad - Inspection Reports for the works ECV Rs: 50.00 Lakhs

To the Superintending Engineer, Municipal Corporation Nizamabad- Inspection Reports and Monthly Abstracts for the works ECV more than Rs: 50.00 Lakhs

7. PAYMENT SCHEDULE

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

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

Rates agreed shall be firm till the completion of the contract inclusive of transportation, photography, GST 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 work wise made to the Consultant. The Consultant shall verify the same, countersign and return the same to the Executive Engineer, Municipal Corporation Nizamabad.

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Commissioner

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

1.2 Law Governing the Contract

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

1.3. Language - English

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.

Authorized Representatives

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

COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

Commencement of Services

The Consultants shall begin carrying of the services immediately after issue of work order or signing the contract

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.

Force Majeure

The Terms and conditions mutually agreed upon this contract shall be subject to Force Majeure Neither client nor the consultant shall be considered in default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood,

earthquake or because of any law or order proclamation, regulation or ordinance by any government or of any sub division thereof or an order by court of law, any act of god and state or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

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.

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

Termination.

By the client

The client may terminate this contract, by not less than thirty (30) days written notice of termination to the consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d)

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

(b) If the consultants become insolvent or bankrupt.

(c) If, as the result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty(30) days.

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

For the purpose of this clause

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

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

By the Consultants

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

(a) If, as the result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days.

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

Payment upon Termination :

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

OBLIGATIONS OF THE CONSULTANTS

General

The Consultant shall perform the Third Party Control Services for all works costing more than Rs. 1.00 lakhs and above or as specified by the client. The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional Techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Consultants shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client. The consultant shall take all steps to take action in accordance with the agreement of works contract between Municipal Corporation and works contractor.

Conflict of Interests

The consultancy fee of the consultants pursuant to clause 5 shall constitute the consultants sole consultancy fee in connection with this contract or the services, and the consultants shall not

accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract.

Confidentiality.

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

Consultants actions requiring Clients Prior Approval

The Consultant has to obtain prior approval from the client

i) For conducting special tests at any recognized laboratories at no extra cost and owning the responsibility for the correctness of the report

ii) For engaging any retired / in service Government engineers of Telangana.

Reporting system

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

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

4.0 CONSULTANTS PERSONNEL

As per the terms of reference adequate manpower would be deputed on the project site to carryout necessary tests and preparation of reports. The consultant would depute adequate manpower and other resources at respective locations based on work load and specific requirement. All the liabilities of manpower working on the project would be with consultant. Further consultant should give training to engineering sub staff and Contractors.

5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant along with GST would be made to the consultant as specified in the payment schedule of TOR

6.0 SETTLEMENT OF DISPUTES

Any dispute arising out of this contract, which amicably not settled between the parties, to solve it initially same would be presented to the Committee comprising Executive Engineer, Municipal Corporation Nizamabad, Superintending Engineer, Municipal Corporation Nizamabad 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.

Price & Payment Schedule

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.

GST:

Only GST will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee.

Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee and GST separately along with final report certifying the quality of work. The client would make the payment to consultant along with the work bill of Construction Agency.

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

8.0 Indemnity:

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

9.0 Reporting System

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

Other Conditions:

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

The construction schedule of various works for which quality inspection is required will be given to the consultants by the respective Executive Engineer 7 days in advance. The programme of critical activities to be executed for the consequent month will also be given 7 days in advance.

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

11.0 Period of Agreement:

Two years from the date of entering into agreement and can be extended to such duration as felt by client from time to time on mutual agreement. However, Municipal Corporation Nizamabad reserves the right to close the agreement byin case fresh tenders are to be invited for the period commencing from

FORM F – 1
(On Agency's letter head)

From

Sir

To.

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

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

We undertake that, in competing for (and, if the award is made to us, in
executing) the above contract, we will strictly observe the laws against fraud and
corruption in force in India namely "Prevention of Corruption Act 1988"

Yours faithfully

Signature

.....

Full name

Address

Authorized Representative

FORM F – 2
ASSIGNMENT OF SIMILAR NATURE OF WORKS (TPQC)
SUCCESSFULLY COMPLETED DURING LAST 3 YEARS (1 YEAR IN
GOVT.SECTOR)

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

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

FORM F – 3
COMPOSITION OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD
BE ASSIGNED TO EACH TEAM MEMBER

Technical / Managerial Staff

S.No.	Name	Position	Task Assignment

Support staff

S.No.	Name	Position	Task Assignment

FORM F – 4

SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

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

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

8. **Education:**

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

9. **Experience:**

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

10. **Language:**

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

Authorized Signature

SCHEDULE OF FINANCIAL PROPOSAL

Subject - Appointment of agency for conducting 3rd Party Quality Control Services for Engineering works (costing above Rs 1 Lakh) undertaken by Nizamabad Municipal Corporation for the financial Years March 2022 to Feb 2024.

I/We quote the following for offering our services for the 3rd Party Quality Control of civil/infrastructure engineering works of Nizamabad Municipal Corporation.

I/We Understand that,

- a) Percentage(%) quoted is inclusive of all expenses and all taxes but excluding GST and remain constant during entire contract period and extended period if any and under no circumstances escalation is permitted.
- b) This offer is valid for **90 days** from the due date of proposal/bid submission due date

Financial Schedule for all works

Category	% value of work done under the category as per previous year sanctions (for information only)	Bidder's Quote (as percentage on value of work done)	
		In Figures	In words
CC Roads	29.24	}	
BT Roads	13.26		
SWD & Sewerage	45.02		
Water Supply, Electrical & Other Works	12.48		

(Signature of the Bidder or
Authorized Representative)