

SCHEDULE – “A”

3rd PARTY QUALITY CONTROL SCHEDULE FOR GVMC WORKS

1. 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 Andhra Pradesh and Greater Visakhapatnam Municipal Corporation, VSP.
- b. “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 I of such signed Contract;
- c. “GC” means these General Conditions of Contract;
- d. “Government” means the Government of India or Government of Andhra Pradesh as appropriate to the context;
- e. “Local currency” means India Rupees;
- f. “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- g. “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;
- h. “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- i. “Services” means the work to be performed by the Consultants pursuant to this Contract as described in the clause 3.0 of SC;

1.2 Law Governing the Contract:

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

1.3 Language - English

1.4 Notices

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

1.5 Authorized Representatives

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

2.0 COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Commencement of Services

The consultants shall begin carrying out the Services immediately after issue of work order or signing the contract.

2.2 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the client and consultant.

2.3 Force Majeure

2.3.1 The terms and conditions mutually agreed upon this CONTRACT shall be subject to Force Majeure.

2.3.2 Neither Greater Visakhapatnam Municipal Corporation nor the Consultant shall be considered in default in the performance of its obligations hereunder 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 of the CONTRACT.

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

2.4 Termination

2.4.1 By the Client

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

- a. If the Consultants do not remedy 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 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;

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 process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition.

2.4.2 By the Consultants

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

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.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 GENERAL

The Consultant shall perform the Third Party Quality Assurance Services for all works costing more than Rs. 1.00 lakhs or as specified by the client, for civil, Mechanical & Electrical.

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client.

The Consultant shall take all steps to take action in accordance with the Agreement of works contract between Municipal Corporation and works contractor.

3.2 Conflict of Interests

The consultancy fee of the Consultants pursuant to Clause 5 shall constitute the Consultants' sole consultancy fee in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract.

3.3 Confidentiality

The Consultants and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Consultant's actions Requiring Client's Prior Approval

The Consultant has to obtain prior approval from the client

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

3.5 Reporting system

The Consultants shall submit the test reports with their remarks directly to the Clients on weekly basis 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 Commissioner and forward the same to the Superintending Engineer and concerned Executive Engineer. All the information, work wise, would be documented in a register.

3.6 Documents Prepared by the Consultants will be the Property of the Client

All plants, drawings, specifications, designs, 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 workload and specific requirement. All the liabilities of manpower working on the project would be with consultant.

5.0 PAYMENTS TO THE CONSULTANTS

The payment to the consultant is inclusive of all taxes such as service tax I.T, I.T Surcharge, E.C, NAC, VAT, C.M Relief fund, etc.,

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 Greater Visakhapatnam Municipal Corporation committee comprising Commissioner, Chief Engineer, concerned Executive Engineer and Consultant. If the dispute is not solved in that case it shall be referred to adjudication / arbitration in accordance with Indian arbitration and conciliation Act 1996.

II SPECIAL CONDITIONS OF CONTRACT

1.0 Brief Description of Task:

This task involves assisting the client in ensuring good quality of construction for the Civil, Mechanical & Electrical works being taken up with the General funds of Greater Visakhapatnam Municipal Corporation.

2.0 Back Ground:

The Greater Visakhapatnam Municipal Corporation has taken up the works with a view to give a quality lift to the town.

For ensuring good quality of construction and improving efficiency, it is proposed to provide third party quality assurance through an independent agency.

3.0 SCOPE OF SERVICES

The tasks of consultants are:

- i. Carry out random pre construction QA Checks
- ii. Carry out random QA checks during Construction
- iii. Carry out random QA checks after construction

The role of quality Assurance consultant shall be conducting detailed checks of activities of construction from the starting stage to the finishing stage. This would involve collection of samples and arranging testing. The consultant would be reporting to the concerned officer's level of through weekly report and suggesting interaction with various authorities as and when required. All the tests and quality assurance inspections would be conducted as per the laid down specifications.

- a. Establishment of central reporting station at Visakhapatnam for all kinds of communication and weekly reporting to the Commissioner, Greater Visakhapatnam Municipal Corporation for all types of quality tests. The Q.A reports in technical, systematic informative and qualitative manner.
- b. The team would be working in Visakhapatnam for conducting Q.C tests.
- c. Field staff with required mobile testing equipment for on site inspections including random checks of the works.

3.1 The following test to be conducted:

The following tests to be conducted.

TESTS ON MATERIALS

1. Tests on Cement
 - a. Standard Consistency
 - b. Fineness
 - c. Initial and final setting times
 - d. Soundness
 - e. Compressive strength
 - f. Specific gravity

2. Tests on fine aggregate
3. Tests on coarse aggregate
4. Compressive strength of Concrete (Cubes)
5. Tension test on steel rods
6. Tests on Bricks
7. Concrete Mix design
8. Sieve Analysis of Fine and Coarse aggregates.

Tests on Soils:

1. Soil tests on bored samples including borings.
2. Pile load and plate load test.
3. Tests on undisturbed soil sample.
4. Compaction tests (Standard and Heavy)
5. Consolidation test.
6. Sieve analysis
7. Hydro meter analysis
8. Swelling pressure test.
9. Tests on disturbed samples.
10. Shear tests
11. Unconfined compression test.
12. Liquid Limit and Plastic limit.

Tests on Roads:

1. Tests on Bitumen
 - a. Penetration
 - b. Softening point
 - c. Flash & Fire point
 - d. Ductility test
 - e. Solubility test
 - f. Loss on heating
 - g. Specific gravity
 - h. Bitumen Extraction test
2. Tests on Coarse Aggregates
 - a. Impact value
 - b. Crushing value
 - c. Los Angeles abrasion
 - d. Flakiness / Elongation Index
 - e. Water absorption
 - f. Specific gravity
 - g. Stripping value

3. Tests on Fine Aggregates
 - a. Specific gravity,
 - b. Bulking
 - c. Density
 - d. Soundness tests 5 cycles

4. Mix Design
 - a. Job mix formulae for any one of MB. DMB, BC, Mix seal etc.,

 - b. pavement Quality Concrete (PQC), RCC, PCC.

 - c. Marshall stability testing on Bituminous Mixes or hardness test for Mastic Asphalt on prepared sample.

5. Field Test
 - Pavement design of sub-grade by CBR method.

Tests on Water / Waste water:

- a. Determination of total, suspended and dissolved solids in water / sewage sample
- b. Determination of fixed and volatile solids in water / sewage sample.
- c. Determination of turbidity of water / sewage sample.
- d. Determination of alkalinity of water sample.
- e. Determination of acidity of water sample.
- f. Determination of temporary and permanent hardness of water sample.
- g. Determination of chloride concentration of water / sewage sample
- h. Determination of PH value of water / sewage sample.
- i. Determination of Biochemical Oxygen Demand (BOD) of waste water.
- j. Determination of Chemical Oxygen Demand (COD) of waste water.
- k. Determination of optimum dose of coagulant.
- l. Determination of chlorine demand and residual chlorine.
- m. Determination of dissolved oxygen of water / sewage sample.
- n. Determination of Iron in water sample.
- o. Determination of settleable solids by imhoff cone.

In addition, the consultant need to check the manufactures test certificates for the materials like pipes & fittings, electrical items, steel, cement, Bitumen (for Grade) etc. The contractor will have to provide these certificates, to the consultants at the time of inspection. Some of the Q.C reports are enclosed.

- 3.2 The consultant shall faithfully conduct tests/checks and sampling required to be executed by them as per Andhra Pradesh Standard specifications/IRC Specifications/ IE rules/ MORTH/ IS/PH&MED Specifications to the contractors.
- 3.3 The Consultant will be fully responsible for the authenticity of the test results and submit test results in original to the Commissioner, Greater Visakhapatnam Municipal Corporation without any hindrance of work.
- 3.4 The technical information such as the acceptable limits of the respective tests.
- 3.5 The basic information whether the required equipment has been used during the work such as
 - a. 8-10 tones roller (s)
 - b. Vibrator (S)
 - c. Paver (S)
 - d. Concrete Mixer (S)
 - e. Steel centering

4. Assessment about the process involved in the construction, like curing, pitting etc.,
5. The L.S. sections, cross sections or both indicating final levels which are required for the work. Qualitative assessment about the finished work. For the above basic information of designs, drawings showing the level (pre/post levels) will be furnished by the respective Executive Engineers.
6. The interim quality assurance reports should also contain the assessment on the over all quality of work done till.
7. The reports shall be furnished in time to process the work bills for payment.
8. The quality assurance staff shall be make available whenever required on the works and site test reports.

5.0 Schedule of Inspection

The following inspection schedule shall be adhered by the Consultants' Field Quality Assurance team, Surprise checks every day or alternate day or depending upon the job requirements. The Manager/Consultants Engineer will identify the items and the location on site, which will be inspected upon by the Assistant Manger/Site Engineers for the next working day. The concerned engineer of the Greater Visakhapatnam Municipal Corporation would be responsible for regular supervision of construction work & workman ship of all the construction works. The Contractor would be advised not to carryout important activities of construction without prior information to concerned Executive Engineer as well as representative of third party quality assurance consultants.

6.0 Reporting System

Documentation of the reports on each work taken up in the Greater Visakhapatnam Municipal Corporation some work-wise photographs & Video, before commencing, during and after execution with final sets of report would be submitted to the Commissioner, Greater Visakhapatnam Municipal Corporation with a copy to the Superintending Engineer / Chief Engineer.

7.0 Price & Payment schedule

7.1 Consultancy fee:

The consultant's fee for the Quality Assurance will be paid at the approved rate (% age) on the value of work done by the consultant.

7.2 Service Tax:

The Consultants would deposit the Service Tax (as applicable) on receipt of payment to the Central Excise Department and the copy of the remittance challan would be submitted to the Municipal Corporation as a proof of payment of service Tax.

7.3 Payment Schedule:

The Consultant shall raise the invoice immediately after certifying the quality of work. The client would make the payment in favour of consultant within 2 (two) weeks time after submission of the invoice by the consultant.

7.4 Standard Deductions: Mandatory deductions from the consultancy fee would be made from time to time for Income Tax, NAC & VAT as applicable.

8.0 Indemnity:

In case the quality of any work is found inferior to the specification given to Quality assurance consultant, during the Quality check by the State Vigilance department or by any other authority, the Consultant shall indemnify the Municipal Corporation to an extent of consultancy fee payable for that work.

9.0 Other Conditions:

9.1 The consultant's reporting shall be of recommendatory nature informing the Greater Visakhapatnam Municipal Corporation, Visakhapatnam, Andhra Pradesh about the quality of materials, based on test results and field observations.

9.2 The construction schedule of various works for which Quality Inspection is required will be given to the Consultants by Greater Visakhapatnam Municipal Corporation, Visakhapatnam, Andhra Pradesh will be given 15 days in advance. The programme of critical activities to be executed for the consequent month will also be given 15 days in advance.

9.3 In case of emergency consultant will have to submit specific report of that concerned work as indicated by the Client.

10.0 Period of Agreement:

Two years from the date of entering into agreement or extended from time to time on mutual agreement.

Eligibility Conditions: -

1. The selection of the agency is based on previous experience, experience of technical persons and offered rate.
2. The agency should submit list of lab equipment they are having and their proof shall be produced or an undertaking that lab will be established within one month after concluding agreement along with proposed equipment.
3. The consultant shall submit list of technical persons proposed to be employed on the work with their qualifications and experience.
4. The Consultancy firms for Quality Assurance should have one year previous experience in similar assignment. The experience certificate issued by the competent authority either from State Government or from Government of India should be produced along with bid for verification.
5. Service Tax Registration certificate shall be produced along with the tender.
6. The tenderer should have qualified engineers, analysts, lab technicians and necessary personnel. The list of the same along with their respective qualification certificates shall be produced along with the tender.
7. The Tenderer must pay the schedule cost & sales tax of amount of Rs. 2500/- and EMD of Rs.1,00,000/- DD in favour of Commissioner GVMC
8. Joint venture is allowed
9. The tenderer / consultancy firm shall have the laborator facility at Visakhapatnam city or tie-up with accredited lab in VSP.

PRICE BID

Name of the Work: - Third party quality control for Water Supply and VIWSCO

I Sri / Smt./M/s. do hereby
express my willingness to execute the aforesaid work as per the conditions,
standards, specifications, rules, regulations, etc., stipulated in the tender
documents at % of value of work done.

SIGNATURE, NAME OF THE TENDERER / AUTHORISED SIGNATOR