

INSTRUCTION OF BIDDERS :

1. Offers are invited on behalf of the Diu Municipal Council, Diu.
2. The offer documents consisting a General conditions, specification , conditions of contract price bid etc. will be issued/sold on payment of non refundable fee of Rs. 500/- in cash only.

Tender Issuing Authority : The Chief Officer, Diu Municipal council, Diu.

3. The offers shall be received by Registered Post or by Speed Post through Postal Authority or by Courier or submitted personally in the office of the Chief Officer, Diu Municipal council, Diu before due date and time.
4. Submission of offer by a Consultant shall mean that he has read this contract documents and has made aware of the scope of the work to be done and conditions and Govt. laws that may be required by him in carrying out the work.
5. The fees for the work shall be written in the form of Percentage of total project cost which shall includes all taxes. It should invariably be up to two places of decimal. Offer with erasures, over writing or alteration shall stands rejected.
6. All corrections, additions or posted slips to be initiated by the Consultant.
7. All pages of offer documents should be initiated by the Consultant.
8. Acceptance of offer will rest with the competent authority. The Diu Municipal Council does not bind himself to accept the lowest offer and reserves the rights to reject or ignore any offer either in full or part without assigning any reasons thereof.
9. All other taxes chargeable by the Government shall be payable by the Consultant (except Service tax)
10. Offer once accepted shall be binding on the Consultant even if the formal agreement is not signed.
11. Offer once offered cannot be withdrawn except with the permission of the Competent Authority.

12. The work is to be carried out as described under memorandum of works specified in this offer documents or in the work assigned order and requires to be completed within a time specified in the work order issued by the Diu Municipal Council, Diu for the respective work.

13. Consultant shall get acquainted with the nature of work to be executed and local site conditions required for carrying out the work. The Consultant shall be deemed to have full knowledge of all the documents & conditions of the work.

14. The Successful consultant shall require to entering in to agreement with the Diu Municipal Council, Diu after selection for the work.

15. It will be presumed that the fees/charges quoted are inclusive all taxes and no claim will be entertained for payment of extra taxes on the bill submitted by the Consultant.

SIGNATURE OF CONSULTANT :

ADDRESS :

DATE :

MEMORANDUM OF WORKS

1. Nature of Work: PREPARATION OF DPRs AND OTHER NECESSARY DOCUMENTS FOR URBAN DEVELOPMENT PROJECTS TO BE TAKEN UP UNDER UIDSSMT SCHEME OF GOVT. OF INDIA IN U.TOF DAMAN AND DIU

1. Sewerage System with Treatment Plant
2. Solid Waste Management Project in Diu (U.T. of Daman and Diu)
[Urban Development projects for town Diu as per the Scheme guidelines of UIDSSMT would be taken up]

2. Amount of Earnest Money Deposit: Rs.10,000/- in form of FDR of any Schedule Bank in the name of the Chief Officer, Diu Municipal Council, Diu to be submitted along with the Tender documents.

3. Appointing Authority : The Chief Officer, Diu Municipal Council, Diu.

4. Fees Paying Authority : The Chief Officer, Diu Municipal Council, Diu.

5. Work Assigning Authority : The Chief Officer, Diu Municipal Council, Diu

6. Time Schedule for Work Execution: As per the specified time limit in work order for particular project/work.

7. Contract Period : 1 (One Year) from the dated of appointment, it may be extended if required.

SIGNATURE OF CONSULTANT :

UNDERTAKING OF EARNEST MONEY SURRENDER :

I/We hereby agree to abide by and fulfil all the terms and conditions and provisions of the conditions of contract annexure thereto as fully applicable, and in default thereof agree to forfeiture of and pay to the client, the sums of earnest money mentioned in the said conditions.

Receipt No. _____ dated _____ from the client in respect of the sum of Rs. _____ /- deposited in the form of FDR.

Drawn for Rs. _____/-

Bearing No. _____ dated _____

On the _____ drawn in favour of the Chief Officer, Diu Municipal Council, Diu is herewith forwarded representing the earnest money, the full value of which is to be absolutely forfeited to Client. Should I/We not deposit the full amount of earnest money deposit specified in the memorandum and in accordance with clause of the said conditions, otherwise the said sum of earnest money shall be refunded.

Place :

Date :

Address :

Signature of the Consultant

Signed and given in presence of _____

Address :

Occupation :

Signature of the witness to the
Consulting agency

Qualification of Consultant :

1. Consultant should have completed at least one work of Solid Waste Management for 100000 population and one work of Drainage / Sewerage System work for 100000 population.
2. The Consultant shall submit work experience certificates of works consulted by him.
3. The consultant shall submit only one tender for the work mentioned in this tender.
4. The Consultant shall submit attested copy of all the relevant documents produced.
5. The Consultant shall submit attested copy of partnership deed in case of a joint firm.

Tender shall stand rejected if :

1. The Consultant proposes any alteration in the work specified or any conditions or correction made in the Price Bid.
2. Any eraser is made in the tender unauthenticated or any page or pages is/are removed or replaced.
3. The Consultant shall submit the tender who shall satisfy each and every condition laid down in the tender documents, failing which the tender will be liable for rejection.
4. Stipulates the validity period less than what is stated in the form or tender deviating from terms and condition of contract.
5. Does not disclose the full name and address of all his partners in case of partnership firm.

6. Does not fill in and sign the tender form, annexure, specifications conditions etc.
7. Does not pay the Earnest Money Deposit in the form of FDR with the bid.

TIME LIMIT :

The consultant shall complete the work in time limit stipulated in the work order for particular project/component. The work order for individual project shall be issued separately by the CLIENT.

CONSULTANCY FEES :

1. CLIENT shall pay the stage wise consultancy fees for the work done after duly satisfied. The fees amount shall be work in Indian Rupees on the basis of percentage quoted by the Consultant in the bid.
2. No advance payment shall be made.
3. In case of suspension of work or withdrawal of work at any stage, payment shall be made to consultant based on work done till that stage. The Consultant shall not be entitled to get any payment beyond the stage for which consultancy services are not availed by the CLIENT. In such cases payment should be decided by the Chief Officer in consultation with the Technical staff of the CLIENT.

Signature of consultant

signature of client :

Date:

CHIEF OFFICER
DIU MUNICIPAL COUNCIL, DIU.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

Unless the context otherwise required, the following terms whenever used in this Offer have the following meanings.

- (a) "Applicable law" - means the laws and any other instruments having the force of law in India (as they may be issued and in force from time to time) to which these conditions of Contract are attached together.
- (b) "Government" - means the Government of India, U.T. of Daman and Diu.
- (c) "Services"· means the work to be performed by the Consultant as given in the work order.
- (d) "CLIENT"· means Diu Municipal Council having its Office located at Diu, UT of Daman & Diu.
- (e) "Party"· means the Consultant, as the case may be and parties means both of them.

2. TAXES AND DUTIES

The CLIENT will make the payments after deducting the taxes from the bill, as per the prevailing rates from time shall be paid to the consultant.

Consultant shall pay all the others taxes, duties, fees and other imposition as may be levied under the Applicable Law from time to time. Overall responsibility regarding any type as taxes, levies etc. shall be on part of consultant.

3. FORCE MAJEURE

3.1 Definition

- (a) For the purposes of this offer Force Majeure means an event which is beyond the reasonable control of a Party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the Government Agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party nor (ii) Any event which a diligent party could reasonably have been expected to both.
- (c) Force Majeure shall not include insufficiency of funds or failures to make any payment required hereunder.

3.2 Measures to be taken :

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of forced Majeure shall notify the other party of such event as soon as possible and in any event not later than 14 days following the occurrence of such event providing evidence of the nature and course of such event and shall similarly give notice of the restoration of the normal condition as soon as possible.
- (c) Party shall take all responsible measures to minimize the consequences of any event of forced Majeure.

3.3 Extension of time :

Any period within which a party shall complete any action or tax shall be extended for a period equal to the time during which such party was unable to perform such action as a result of forced Majeure.

3.3 Consultation :

Not later than 30 days after the consultant as a result of an event of forced Majeure has become unable to perform a material portion of the services, the party shall consult with each other with a view to agreeing on appropriate measures to be taken in their circumstances.

4. Suspension

The CLIENT may be written notice of suspension to the consultant suspend all payments hereunder if the consultant fails to perform any of their obligations including carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the consultant to remedy such failure with in the period not exceeding 30 days after receipt by the consultant of such notice of suspension.

5. Termination

The CLIENT may take action by not less than 30 days written notice of termination to the consultant. Such notice to be given after the occurrence of any of the events specified in Para(a) to (e) of these clause terminate this contract.

- (a) If the consultant fails to remedy a failure in the performance of their obligations hereunder as pacified in a notice of suspension, pursuant to clause 4 here in above within 30 days of receipt of such notice of suspension or within such further period as the CLIENT may have subsequently approved in writing.
- (b) If the consultant become (or if the Consultant consist more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law the benefit of the debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the consultant submit to the CLIENT a statement which has a material effect on the right obligations or interests of the CLIENT and which the consultant know to be false.
- (d) If as result of forced Majeure Consultant are unable to Perform the material portion of the service for a period of not less than 60 days or
- (e) If the CLIENT, in its sole discretion and for any reason whatsoever decides to terminate the consultant.

OBLIGATIONS OF CONSULTANT

1. GENERAL

1.1 Standard of performance

The Consultant shall perform the services and carry out their obligation with all due diligence, efficiently and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment,

machinery and methods. The Consultant shall always act, as faithful advisers to the CLIENT, and shall all times support and safeguard the CLIENT's legitimate interests.

1.2 Law Governing Services

The Consultant shall perform the service in accordance with the Applicable law. The CLIENT shall advise the Consultant in writing of relevant local customs and the Consultant shall after such notifications, respect such customs.

- (a) All the data, reports, drawings, etc. generated, prepared and submitted by the consultant as a part of this consultancy job shall remain property of CLIENT.
- (b) Final Payment shall be made after successful completion of the whole project.

- 2. Documents prepared by the Consultant shall be property of the CLIENT. All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of the CLIENT and the Consultant shall not later than upon termination or expiry of this contract, deliver all such documents to the CLIENT together with a detailed inventory thereof. The consultant may retain a copy of such documents.

SIGNATURE OF CONSULTANT

ADDITIONAL CONDITIONS OF CONTRACT

All additional condition given in the clauses appearing herein after shall be deemed to form part of the contract and shall be deemed as supplementary to the same. These additional conditions shall be binding on the consultant in the same manner as other terms and conditions in this contract.

Clause 01. The person/ persons whose Offer be accepted (therein after called the Consultant, which Expression shall unless excluded by or repugnant to the context include his heirs, executors, Administrators and assignees) shall (within 10 days of the receipt by him the written Intimation regarding acceptance of his/ their Offer) sign the contract agreement. Thereafter work order for will be given by client. If the Consultant does not accept the offer of appointment as per the terms & conditions given in this documents, his Earnest Money of Rs. 10, 000/- deposited with the CLIENT shall be forfeited. After acceptance of offer , the earnest money shall be kept with the CLIENT as a security deposit which shall be released on expiry of the contract period of one year or any extended period of contract after completion of all necessary and sufficient audit related procedures and deducting due, if any, liable to be recovered from the Consultant under the terms and conditions of this contract.

Clause 02. In any case in which under any clauses or clauses under this contract, the Consultant shall have quoted himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum deposited by installments or in the case of abandonment of the work owing to serious illness

of death of the consultant or any of the following courses, as he may deem best suited to the interest of the work.

- (a) To rescind the contract of which recession notice in writing to the Consultant under the hands of the client shall conclusive evidence and in that case security deposit of the consultant shall stand forfeited and be absolutely at the disposal of client.
- (b) To carry out works, or any part of the work debiting to the Consultant, the cost of such work (as to the correctness of which cost and price the certificate of Engineer in charge shall be final and conclusive against the consultant and crediting him with the value of the works done, in all respect in the same manner and at the same rates as if it had been carried out by the Consultant under the terms of this contract and in that case the certificate of the Engineer in charge as to the value of the work one shall be final and conclusive against the consultant.
- (c) If the Consultant in an individual or proprietary concern and the individual or the, proprietor dies, then the accepting authority is satisfied that legal heirs representatives of the individual Consultant or of proprietary concern, are capable of carrying out and complete the contract, the accepting authority shall be entitled to cancel the contract as to its in completed part by forfeiting the security deposit under Clause N02. without CLIENT being in any way liable to payment of any components to heirs of the deceased Consultant on account of the cancellation of the contract. The decision of the client that the legal representatives.

Clause 03. The consultant shall not assign or sublet without written approval of the CLIENT, the work contracted and if the Consultant shall assign or sublet his contract or attempts to do so, or become insolvent or make any composition with his creditors or, attempts to do, for the CLIENT may, be notice in writing rescind the Contract. Also, if any bribe, gratuity gift, loan, perquisite, shall either directly or Indirectly be given, promised, or if offered by the Consultant, or any of his Servants or agents to any public office or person shall become in any way, directly or indirectly interested in the contract the CLIENT by giving notice in writing rescind the contract.

In the event of contract being rescinded, the security deposit of the Consultant shall thereupon stand forfeited and absolutely at the disposal of the client and the same Consequences shall clause hereof and in addition, the Consultant shall not be entitled to recover or be paid for any works for actually performed under the contract.

- Clause 04.** The time allowed for carrying out the work shall strictly be observed by the consultant and shall be reckoned the date on which the order to commence works is given to the Consultant.
- Clause 05.** If the progress of the work is unsatisfactory, the Engineer in charge shall not withstanding general progress of the work is satisfactory in accordance with clause be entitled to take action under cl.2.(a),2(b) and 2(c) above after giving 10 day's notice in writing to the Consultant. The Consultant will have no claim for compensation for any loss, sustained by him owing to such action.
- Clause 06.** If at any time after the execution of the contract documents, the CLIENT shall for any reason whatsoever require the whole or any part of the work as specified in the offer, to be stopped for any period or shall not required the whole or part of the work to be carried out at all or to be carried out by the Consultant, CLIENT shall give notice in writing of this fact to the consultant who shall thereupon suspend or stop, the work totally/partially, as the case may be. In any such case, expect as provided hereunder, the consultant shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work no having been carried out, or on account of any loss that he may be put to on purchase or for unemployment of labour recruited by him, he shall not also have any claim for compensation by reason of any alteration having been made in the original conditions of contract and instruction involving any curtailment of the work from that originally contemplated.
- Clause 07.** Under no circumstances whatsoever, shall the Consultant be entitled to any compensation from client on any account, unless the consultant shall have submitted a claim in writing to the CLIENT within one month of the cause of such claim occurring.
- Clause 08.** All sums payable by a Consultant by way of compensation under any of the conditions shall be considered as a reasonable compensation to be applied to, as required by the client, shall be without reference to the actual loss, damage sustained and whether any damage has or has not been sustained.
- Clause 09.** The expression "works" or "work" where used in these condition shall, unless there be something in the subject or context repugnant to such construction be constructed to mean the work or works, ordered to be executed under or in virtue of the contract, whether temporary or permanent, and whether original, altered, substituted or additional.

- Clause 10.** The consultant shall not enter upon or commence any portion of work excepted with the written authority and instructions of the CLIENT . Failing such authority the consultant shall have no claim to ask for payment for such work done if any.
- Clause 11.** All works to executed under contract shall be executed under the directions and subject to the approval in all respects of the CLIENT or his authorized agent who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time throughout the construction period.
- Clause 12.** Payment Consul shall be made by cheque drawn on any Bank at Diu.
- Clause 13.** If the consultant shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the CLIENT within 15 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred. The CLIENT if in his opinion considers that there are reasonable grounds for granting an extension, may grant of such extension being necessary or proper. This extension shall be maximum 50 % of the original time limit stipulated in the work order. No compensation shall be levied on such extension of time. Beyond this, extension of time limit shall be levied at 0.5 % of the total amount of project cost for the extension of time to 75 % of the original time limit. Beyond this, delay in completion of work shall be levied at the rate of Rs. 200/- per day. The decision of the client in this matter shall be however final. The bill amount shall be paid after deducting the levied amount on part of delay in completion of work.
- Clause 14.** Any consultant who does not accept all these conditions as above shall not be allowed to Offer this work.
- Clause 15.** Disputes if any shall be discussed and mutually settled. In case of disagreement, or if the said dispute is not solved, the same shall e referred to the Court subject to Daman Jurisdiction only.
- Clause 16.** If the consultant fails to complete the work and the Chief Officer on behalf of Diu Municipal Council take actions in accordance to clause 2(a) or (b) or (c) of the Contract, in such cases, the remaining work has to be carried out by advertising the Offer for the remaining work and the whole administrative process right from inviting the Consultant to finalizing the Offer inviting the consultant to finalizing the offer etc. will have to be carried out by CLIENT.

For this, repletion a fixed amount of Rs.10,000/- shall be recovered from the original Consultant towards the cost re- advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work. In case however a separate in advertisement is issued for a single work, actual cost of advertisement shall be recovered. Such recovery shall be in addition to the recoveries to be under clause-2 of such relevant clauses.

Clause 17. No price escalation shall be paid by the CLIENT, in any case.

SIGNATURE OF CONSULTANT

DATE:

**CHIEF OFFICER
DIU MUNICIPAL COUNCIL DIU.**