

Clause 3 :- Compensation for delay :- The time allowed for carrying out the supply/work as entered in the Tender shall be strictly observed by the manufacturer and shall be reckoned from the date on which the order to commence supply / work is given to the manufacturer. The supply/work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the manufacturer on the part of the manufacturer) and the manufacturer shall pay as compensation an amount equal to one percent, or such amount as the Pradhan (whose decision in writing shall be final) may decide , on the amount of the Tendered amount of the whole supply/work as shown by the Tender for every day that the supply/work remains on un-commenced, or unfinished after the proper dates. The manufacturer shall commence execution of such d part of the supply/work as may be notified to him within Stipulated on Tender days from the date of the order of commencement for supply/work and diligently continue such supply/work and further to ensure good progress and during the execution of the supply/work,he shall be bound in all cases in which the time allowed for any supply/work exceeds one month to complete one-fourth of the supply/work before one-fourth of the whole time, allowed under the contract, has elapsed, one-half of the supply/work before one- half of the such time has elapsed and three-fourths of the supply/work before three-fourth of such time has elapsed. In event of failing to comply with any of the conditions herein shall be liable to pay as compensation an amount equal to one percent, or such amount as the Pradhan (whose decision in writing shall be final) may decide, on the said Tendered amount of the whole supply/work for every day that the due quantity of supply/work remains incomplete.

Clause 4 :- Time Extension :- If the manufacture shall desire an extension of time for completion of the supply/work on the grounds of his having been unavoidably hindered in its execution, the Manufacturer shall have an immediate report of such hindrance to the Pradhan in writing and if he shall desire an extension of time for completion of hindrance on account of which he desires such extension as aforesaid and the Pradhan may if in his opinion (which shall be final) reasonable grounds be shown, therefore authorize such extension of time, if in his opinion be necessary or proper, In event of incompleteness of any supply/work within the stipulated time or the time if extended, the Gram Panchayat shall has right to debar the manufacturer from the supply/work and the security deposit & earnest money will be forfeited.

Clause 5:- Intermediate payment:- The intermediate payment by the Pradhan to the /Contractor/Suppliers/manufacturer for the partly completed portion of the whole Supply/work is not mandatory. It will be discretion of the Pradhan.

Clause 6:- Materials supplied by the Manufacturer:- All the materials, to be supplied by the manufacturer, will be properly checked by the office and will be as per proper specifications of the Supply/work order. The quantity of Supply/work may vary according to the position of the availability of fund and as per site condition & requirement. The Supply/work may be taken at the work site as described in the description of Supply/work stated in the NIT. Any misuse and loss of materials before completion of Supply/work will be liability of the manufacturer. If it shall appear to the Engineer in charge of the Supply/work , that any wok / Supply/work has been executed with unsound imperfect or unskilled workmanship, or with materials of any inferior description or any inferior quality provided by the manufacturer for the execution of the Supply/work , not in accordance with the contract, the manufacturer shall forthwith rectify or remove or reconstruct the Supply/work so specified in whole or in part as the case may require at his charge and cost and in the event of his failure to do so within the period specified by the Engineer in charge in his demand , the manufacturer shall be liable to pay compensation at the rate of 1% on the amount of estimate for every day. No compensation for any damage caused by rain, traffic or natural calamities during the execution of the Supply/work will be considered.

Clause 7:-Labour:- The manufacturer shall not contravene the provisions of Workman Compensation Act -1923. No labour below the age of fourteen years shall be employed for any work or supply of goods.

Clause 8:- Signing of contract:- Successful bidder must execute a contract on the Stamp Paper amounting to Rs. 10.00 (Rupees ten only) prior to issuance or work/supply order by the Gram Panchayat. The terms of Contract including accepted bid value, duration (start and end date), penalty provisions, quality of works, payment terms etc. If the bidder fails to execute the contract within the time stipulated by the Gram Panchayat, the bid will be liable to be cancelled.

Clause 9 :- Breach of conditions of contract and Contract :- In the event of any breach of conditions of the contract , as depicted in the above clauses , and of the contract which will be made after getting the supply / work order following actions may be taken against the contractor.

- Forfeiture of Earnest Money.
- Forfeiture of Security Deposit.
- Rejection of Supply / Work Order.
- Loss of opportunity to participate in any Tender for a term of **3 years**, which the Artho - O' ParikalpanaUpa-Samity of the Gram Panchayat will impose.

Clause 10:-Guideline of ESMF compliance should be adhered to.



ENEN THOUGH THE BIDDERS MEET THE ABOVE QUALIFYING CRITERIA , THEY ARE SUBJECTED TO BE DISQUALIFIED AND LEGAL ACTION MAY BE TAKEN IF THEY HAVE

- Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or record of submission of any false/fake documents(s)
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation History or financial failure etc.
- Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and Could not furnish rational justification for to the employer.
- Any rate **above 5% and below 15%** of the schedule rate of work will not be ordinarily entertained. If deposit the "SAME" - " Rate Analysis" must be submitted after Financial bid opening, otherwise the "Bid" is rejected.

The Prodhan Nowdapanur Gram Panchayat reserves the right reject or cancel any or all pre- qualification documents and bid document without assigning any reason whatsoever.


25-11-2021
Prodhan
Nowdapanur Gram Panchayat,
Sundipur, Berhampore, Murshidabad.
VIII. P.O. - Nowdapanur, Msd.


Memo no: 146/1/(14)/NGP

Date:25/11/2021

Copy forwarded for information to :-

- 1.The DistMagistrate, Murshidabad.
- 2.The Addl. Executive Officer, Murshidabad Zilla Parishad.
- 3.The Sub-Divisional Officer, Sadar, Berhampore.
- 4.The Block Development Officer, Berhampore Block, Msd.
5. The B.L & L.R.O., Murshidabad.
- 6.The Post Master, Nowdapanur Post Office
- 7-10.All Sanchalak, Nowdapanur GP.
11. Leader of Opposition, Nowdapanur GP.
12. E.A./N.S./ Secretary, Nowdapanur GP.
- 13.Notice Board.
- 14.The Editor Berhampore Times.




25-11-2021
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Nowdapanur Gram Panchayat,
Sundipur, Berhampore, Murshidabad.
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