

CONDITIONS OF SUPPLY OR WORK CONTRACT



Clause 1 :- Earnest Money :- The Tender form must be accompanied with the earnest money of the amount shown in the NIT in form of **NEFT/RTGS**. The earnest money may be forfeited by the Gram Panchayat on account of any breach of contract as specified in other clauses of the contract. The earnest money of the first lowest will be retained by the Gram Panchayat as per norms after the completion of the supply/works contract. The earnest money of the second & third lowest may be retained by the Gram Panchayat, if so desires.

Clause 2:- Security Deposit:- The security deposit will be deducted @ 10 % from each payment taking earnest money into account. The security deposit will be refunded after six months from the date of satisfactory completion of the work for roads (concrete or bituminous) , building, culvert etc. The security deposit should be refunded after three months for all other type of works subject to satisfactory completion. The security deposit may be forfeited by the Gram Panchayat on account of any breach of contract as specified in other clauses of the contract.

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 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 have 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 work / 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 of 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 ProdhhanRajdharpara Gram Panchayat reserves the right reject or cancel any or all pre- qualification documents and bid document without assigning any reason whatsoever.



Begun
Prodhhan
Rajdharpara Gram Panchayat,
Nagrajole, Berhampore, Murshidabad.

Memo no: 255/1/(14)/RGP

Date:29/11/2021

Copy forwarded for information :-

- 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, Rajdharpara Post Office
- 7-10.All Sanchalak, Rajdharpara GP.
11. Leader of Opposition, Rajdharpara GP.
12. E.A./N.S./ Secretary, Rajdharpara GP.
- 13.Notice Board.
- 14.The Editor Berhampore Times.

Begun
Prodhhan
Rajdharpara Gram Panchayat,
Nagrajole, Berhampore, Murshidabad.



SECTION-B

FORM -I
PRE-QUALIFICATION APPLICATION

To,
Prodhan,
Rajdharpara Gram Panchayat,
Nagrajole, Berhampore, Murshidabad.

Ref:-Tender for(Name of work).....
.....

N.I.eT NO. :-02/ PRODHAN / RAJDHARPARA GP / 2021-2022(SI No:.....)
Prodhan,Rajdharpara GP, Nagrajole, Berhampore, Murshidabad, West Bengal.

Dear Sir/Madam,

Having examined the statutory, Non statutory and NIT documents,I/WE hereby submit all the Necessary information and relevant documents for evolution. The application is made by me / us on behalf of in the capacityDuly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the Group of firms for Application and for completion of the contract documents is attached herewith. We are interested in bidding for the work (s) given in Enclosure to this letter.

We understand that :

- (a)Tender Inviting and Accepting Authority /Engineer-in-charge can amend the scope and value of theContract bid under this project.
(b)Tender Inviting and Accepting Authority /Engineer-in -charge reserves the right to reject any application without assigning any reason.

Enclo :-e-Filling:-

1. statutory Documents
- 2.Non Statutory Documents

.....
Date. -

**Signature of applicant including title
and capacity in which application is made.**



AFFIDAVIT-"Y"

(To be furnished in Non -judicial stamp paperOf appropriate value duly notarized)

1.I, the under-signed do certify that all the statements made in the attached documents are true and correct . In case of any information Submitted proved to be false or concealed, the application may be rejected and no objection /claim will be raised by the under-signed.

2. The under- signed also here by certifies that neither out firm M/S.....
.....nor any of constituent partner
had been debarred to participate in tender P.W .Department during during the last 5(five) years priorto
the date of this Nl&T.

3.The under -signed would authorize and request any Bank ,person , Government office , Firm or
corporation to furnish pertinent information as deemed necessary and/or as requested by the
Department to verify this statement .

4.The under -signed understands that further qualifying information may be requested and agrees
to furnish any such information at the request of The Department.

5. certified that I have applied in the Tender in the capacity of individual/as a partner of a firm and
I have not applied severally for the same work.

.....
Signed by an authorized officer of the firm

.....
Title of the officer

.....
Name of the Firm with seal

Date.....