

SCOPE OF WORK & TECHNICAL SPECIFICATION

PATNASAHI

1) **Construction of dwelling units:-**

There are two types of dwelling units proposed for execution by BHADRAK MUNICIPAL COUNCIL under IHSDP. In this type of dwelling units, provision has been made for construction of single storied dwelling unit having carpet area of 25 sqm as per guide lines.

2) **Road**

Provision has been made for construction of cement concrete road having carriage width of 3.66 mtrs with provision of crust having

- i) Sand Filling
- ii) C.C.(1:4:8)
- iii) C.C.(1:2:4)

3) **Drain**

Provision has been made for construction of RCC drain using RCCM with 20 mm & down graded crusher broken granite chips.

N.B.: The plan & detail specification along with the bill of quantity of road and drain is given in Annexure-III & IV respectively.

4. **Community Centre**

Provision has been made for construction of two types of Community Center of 83.25Sqm including Barbed Wire Fencing.

N.B: The plan & detail specification along with the bill of quantity of community centre is given in Annexure-V & VI respectively.

5. **Community toilet & bath**

Provision has been made for construction of Community toilet & bath.

N.B: The plan & detail specification along with the bill of quantity of community toilet is given in Annexure-VII .

SCOPE OF WORK & TECHNICAL SPECIFICATION

1. **Construction of dwelling units:-**

There are three types of dwelling units proposed for execution by BHADRAK MUNICIPAL COUNCIL under IHSDP.

Type – I In this type of dwelling units, provision has been made for construction of single storied single unit having carpet area of 25.0 sqm as per guide line of BSUP.

2. **Community Center:-**

Provision of multipurpose Community Center in single storied building with carpet area of 83.25 sqm has been made.

N.B: The plan and detail estimate with specification for type-I, II, III & Community Center are given in annexure-I, II, III & IV respectively.

3. **Road:-**

Provision has been made for construction of cement concrete road having carriage width of 3.65 mtrs with provision of crust having.

- i) Sand Filling
- ii) C.C.(1:4:8)
- iii) C.C.(1:2:4)

4. **Drain:-**

Provision has been made for construction of RCC drain using RCCM 20 with 20 mm down graded crusher broken chips.

N.B: The plan and detail specification along with the Bill of Quantity of road and drain are given in annexure V & VI respectively.

DETAILS OF WORK

1) **Patnasahi:**

i)	Type-I dwelling units	-	61 Nos. approximately.
iii)	Cement concrete roads	-	6.94 Kms approximately.
iv)	RCC drain	-	6.43 Kms approximately.
v)	Community Centre Type-I	-	2 Nos
vi)	Community toilet	-	5 Nos

Type schedule of payment for the above work is given detailed below.

i)	Type-I dwelling units	-	Rs.1,17,000/- for Pathan Mohalla Rs.1,32,000/- for Phase-II
iii)	Cement concrete roads	-	Rs.24.25lakhs for 0.550mtrs.
iv)	RCC drain	-	Rs.12.65lakh for length 0.650mtrs
iv)	Community Centre Type-I	-	Rs.5.37lakh per each unit.
vi)	Community Toilet	-	-Rs.0.86lakh per each unit

2. **Miramohalla :**

i)	Type-I dwelling units	-	45 Nos. approximately.
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Type schedule of payment for the above work is given detailed below.

i)	Type-I dwelling units	-	Rs.1,32,000/- per each unit.
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DETAILS OF WORK

1) Nua Sahi:

i) Type-I dwelling units - 54 Nos.
Single storied single unit

ii) Multipurpose community centre - 1 No.
Single storied

v) Cement concrete roads - .

vi) RCC covered drain - .

Type schedule of payment for the above work is given detailed below.

i) Type-I single storied dwelling units - Rs.1,32,000/- per each unit.

iv) Multipurpose community centre - Rs. 5.37lakhs
Payment will be made basing on measurement of quantities as per the rates mentioned for each item

v) Cement concrete roads - Payment will be made basing on measurement of quantities as per the rates mentioned for each item

vi) RCC covered drain - Payment will be made basing on measurement of quantities as per the rates mentioned for each item

PATNASAHIL MIRAMOHALLA & NUASAHIL

Mode of Payment:

The payment will be made in phased manners as detailed below for construction of dwelling units, roads and drain according to progress.

1) Dwelling Units: -

- | | | | |
|------|--|---|-----|
| i) | After completion of work up to plinth level | - | 10% |
| ii) | After completion of work up to roof level | - | 15% |
| iii) | After casting of RCC slab | - | 25% |
| v) | After completion of plaster, fitting & fixing of
Doors & Windows, P.H. Works & E.I. Works | | 25% |
| vi) | After completion of the building in all respect | | 20% |
| vii) | After completion of defect liability period and certification from BHADRAK
MUNICIPAL Authorities about acceptable performance of the structure-5% | | |

Details of contribution for payment.-

Type-I

Payment to be made by BHADRAK MUNICIPAL	Amount to be collected from Beneficiary by the NGO	Total	Remarks.
Rs.11,880/-	Rs.1320/-	Rs.13,200/-	10%
Rs.17,820/-	Rs.1980/-	Rs.19,800/-	15%
Rs.29,700/-	Rs.3,300/-	Rs.33,500/-	25%
Rs.29,700/-	Rs.3,300/-	Rs.33,000/-	25%
Rs.23,760/-	Rs.2640/-	Rs.26,400/-	20%
Rs.5940/-	Rs.660/-	Rs.6600/-	5%
		Rs.1,32,000/-	

- 2) **Road: -**
The payment will be made basing on the measurements of the quantity executed after completion of work and as per the rates mentioned for each item in annexure-III.

- 3) **Drain: -**
The payment will be made basing on the measurements of the quantity executed after completion of work and as per the rates mentioned for each item in annexure-IV.

- 4) **Community centre: -**
The payment will be made basing on the measurements of the quantity executed after completion of work and as per the rates mentioned for each item in annexure-V & VI.

- 5) **Community toilet: -**
The payment will be made basing on the measurements of the quantity executed after completion of work and as per the rates mentioned for each item in annexure- VII.

Instruction to NGO

1. The NGO shall bear all costs associated with the preparation and submission of his EOI documents, and the BHADRAK MUNICIPAL COUNCIL will in no case be responsible and liable for those costs.

2. Site visit

a. The NGO, at the NGO's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for entering into a contract for construction of the works. The costs of visiting the Site shall be at the NGO's own expense.

3. Award Criteria

BHADRAK MUNICIPAL COUNCIL insist that the NGO shall carry out the work through social mobilization, participation and bio metric consent of the beneficiary slum families with a wholesome cluster approach and as per the guidelines of BSUP – JNNURM, Bhadrak Municipal Cocouncil. The work consist some of the identified katcha houses to be rehabilitated. The work is to be executed at three different identified slum locations as stated below and total maximum no of rehab units to be constructed is approximately 233. This entire work will be divided in to no. of packages with each package size of 45 to 73 rehab units. BHADRAK MUNICIPAL COUNCIL intends to appoint at least three or more NGOs to carry out the job in various slums. The BHADRAK MUNICIPAL COUNCIL will award the Contract to the NGOs whose EOI has been determined to be substantially responsive to the EOI documents and provided that such NGO has been determined to be (a) eligible in accordance with the provisions of eligibility criteria.

- Patnasahi
- Mira Mohalla
- Nuasahi
- Pathan Mohalla

Note - The quantity of work list is preliminary and may change after detailed verification at some of the sites.

4. EOI documents are available in the website of www.bhadrak.nic.in from 14-06-10 to 21-06-10 for a non-refundable fee as indicated.

5. The EMD amount is Rs.5.00 lakhs. The same shall be submitted in the form of Demand Draft from nationalized/ scheduled bank drawn in favour of the Executive Officer Bhadrak Municipal Cocouncil payable at Bhadrak.

6. EOI documents must be delivered to “Executive Officer, BHADRAK MUNICIPAL COUNCIL Engineering Wing Building on stipulated dates stated and will be opened on 08-06-10 at 10am , in the presence of the NGO’s who wish to attend. If the office happens to be closed on the date of receipt of the EOI as specified, the documents will be received and opened on the next working day at the same time and venue.

7. **The last date for submission of EOI document is 21-06-2010 upto 11.00 hrs. in the O/O Executive Officer, Bhadrak Municipality, Bhadrak. The EOI document will be opened on 24-06-2010 at 10am.**

Other details can be seen in the EOI documents.

8. **Notification of Award and Signing of Agreement**

The NGO who has been empanelled will be notified for award of work by BHADRAK MUNICIPAL COUNCIL prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Empanelment”) will state the sum that BHADRAK MUNICIPAL COUNCIL will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the NGO as prescribed by the Contract (hereinafter and in the contract called the “Contract Price”)

DETAILED CONDITIONS OF THE CONTRACTS
BHADRAK MUNICIPAL COCUNCIL (BHADRAK
MUNICIPAL)

- 1) The offer shall be opened at the date and time as indicated in the notice and its subsequent corrigenda if any, in presence of the authorized representatives of NGOs.
- 2) No NGO will be permitted to furnish the offer in their own manuscript papers.
- 3) The offer will be down loaded from web-site www.bhadrak.nic.in in case of which the document cost amounting to Rs.10,000/- + 4% VAT should be submitted in a separate envelop marked “**Cost of document down-loaded from the internet**” along with the document. The B.M.C. shall not be responsible, if any portion of the document, during or after being down loaded from web-site is found to have been tampered or exceeded or modified, with respect to the approved documents, as available in the B.M.C. Office.
- 5) **VAT Clearance Certificate in Form Orissa VAT-612:**
NGOs are required to submit attested copies of valid and up-to-date Orissa VAT Clearance Certificates along with their offers, failing which their offers will not be considered. The NGOs from out side the State who intend to participate in the offer and who have not been registered under the Orissa VAT act as they have not started any business in state as yet are allowed to participate in the offer without having Orissa VAT clearance certificates subject to condition that they should submit undertaking in the form of an affidavit indicating therein that they are not registered under the Orissa VAT act as they have not started any business in state and they have no liability under the act. But before award of the final contract, such NGOs will have to produce the Orissa VAT clearance certificate in the form VAT-612
- 6) **EPF:** - Each bid should be accompanied with the attested photo copy of the valid EPF registration certificate issued from concerned RPFC or submit an affidavit the NGO will follow the “Employees Provident Fund and Misc. Provision Act,1952” and rules / schemes made there under. In that affidavit the concerned NGO will state that in case they are awarded with the work, then they will submit, after execution of work and before payment of any bill, the detail list of labourers, such as their
 - (i) Name
 - (ii) Father’s name
 - (iii) Place of permanent residence
 - (iv) Statement of wages paid to them till the completion of work.

In the said affidavit the NGO shall also state that BHADRAK MUNICIPAL authorities will be at liberty to deduct about 26% out of the labour component amount of the work and shall be kept as an additional security. As soon as the NGO will submit the EPF registration certificate, then the additional security to be held by the Cocouncil will be released to the NGO without any interest subject to fulfillment of other compliances / conditions. The NGO who have valid EPF Registration certificate may not submit the affidavit but submit only attested photocopy of the valid certificate and in that case no additional security will be deducted from their work bill.

- 7) The documents forms part of the agreement and each page of the document is to be signed by the NGO as a token of acceptance of the terms and conditions of the offer as enclosed to the documents.

The document submitted by the NGO shall accompany with the requisite earnest money of Rs.5.00 lakhs (Rupees Five lakhs) in the shape of **NSC / Postal SB Pass Book / KVP duly pledged** in favour of the Executive Officer , Bhadrak Municipal Cocouncil. The EMD of NGO's who does not qualify as per eligible criteria will be refunded on proper application. The NGO whose offer is selected for acceptance shall make an security deposit of **2% (two percent)** of the accepted offer amount together with the earnest money deposited with the offer which forms the initial security deposit (ISD) within 7(seven) days of issue of letter of intent and sign the agreement in the prescribed form within **10 (ten) days** of issue of letter of intent after depositing the balance ISD.

The EMD of NGO's accepted or proposed to be accepted, shall be refunded only 12 (twelve) months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

If however there is inevitable delay in payment of final bill, the earnest money and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

- 8) All offers will remain ordinarily valid for a period of 90 days from the date of receipt and the validity can also be extended, if agreed to, by the NGO's and the Bhadrak Municipal Cocouncil.

- 9) **Incomplete offer:-**
Offer received in incomplete shape are liable for rejection.
- 10) **No claim for cancellation of offer:-**
No claim shall be entertained towards any expenses made by any NGO for submission of the offer in case of cancellation, rejection or withdrawal of the same.
- 11) **Progress Report:-**
The NGO shall submit fortnightly progress reports in a format as may be prescribed by the Engineer-in-Charge.
- 12) **Site Order Book:-**
A site order book shall be issued to the NGO by the Engineer-in-Charge or his representative. The NGO shall keep this book always at site and any special order or instruction to be issued to the NGO shall be recorded in this book by the Engineer-in-Charge or his representative. The NGO shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the BHADRAK MUNICIPAL COUNCIL but will remain during the period of the progress of the work with the NGO. The safe custody of the site order book during this period shall be the responsibility of the NGO. After completion of the work, the book shall be returned back by the NGO to the Engineer-in-Charge which will be enclosed in the final bill.
- 13) **Custody of the material:-**
The NGO shall be responsible for safe custody of the materials at site and the BHADRAK MUNICIPAL COUNCIL will not be responsible for any loss or damage of the property at site.
- 14) **Guarantee / Performance:-**
The NGO shall furnish a guarantee of the effect that all items of the work constructed by him shall be free from any defect both in terms of materials and workmanship for a period of not less than 12 months from the date of the final completion of the work. During this period, the NOG shall replace the defective materials, if any at his own cost as would be pointed out by the Engineer-in- Charge to the satisfaction of the later.
- 15) **Unilateral stoppage of work:-**
Unilateral stoppage of work by the NGO without prior written permission of the Engineer-in-Charge shall be considered as breach of contract and the Cocouncil reserves the right to take such actions as it may deem fit.

16) **Resident Engineer:-**

The NGO shall engage for the work competent, qualified and authorized resident Engineers and Assistants to the satisfaction of the Engineer-in-Charge. The Resident Engineers shall represent the NGO in his absence in receiving directions from Engineers in charge of the work or any authority of the Council which will be binding on the NGO.

17) **Damages to persons and property:-**

The NGO shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employees / officers of BHADRAK MUNICIPAL COUNCIL against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to. The Council does not take any responsibility on this account.

18) **Work not to be subcontracted:-**

The NGO shall not subcontract the work assigned to him. And if the NGO shall assign or sublet his contract or attempt to do so, the contract shall be rescinded with forfeiting the EMD and penalty will be imposed as may be decided by BHADRAK MUNICIPAL COUNCIL.

19) **Action and compensation payable in case of bad work:-**

If it shall appear to the Engineer-in-Charge or his subordinate Engineer in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract or usual practice, the NGO shall on demand in writing from the Engineer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or the case may be, remove the materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge and or his subordinate Engineer-in-Charge in his demand aforesaid, then the NGO shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in case of any such failure, the Engineer-in-Charge and his subordinate Engineer may rectify or remove and re-execute the work or remove the replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the NGO.

20. **Engagement of Labourers and age limits etc.:-**

The N.G.O shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each labourer for the work done by such labourer, wages not less than the wages as prescribed by Government of Orissa. The Engineer in charge shall have the right to enquire into and decide and complaint alleging that the wages paid by the N.G.O to any labour for the work done by such labourer is less than the wages prescribed by the Government of Orissa. The Engineer in charge and /or his subordinate Engineers immediate charge of the work shall have the right to decide whether any labour employed by the N.G.O is below the age of eighteen years and to refuse to allow any labourer whom he decides to be below the age of eighteen years, to be employed by the N.G.O. The N.G.O shall have to grant a weekly paid holiday to his laourers/ staff. The N.G.O shall have to comply with all Labour laws and other rules in force while carrying out the work.

21. **Indemnify the Cocouncil under workman's Act & Rules :-**

The Cocouncil shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The N.G.O shall have to pay the entire compensation if decided in any Court of law for any injury/loss to any workman caused during the execution of contract work. If by order of any court Cocouncil pays any compensation to honour the award, then the amount shall be recovered from the bill and security of the N.G.O.

22. **No escalation:-**

No price escalation will be allowed .

23. The detailed plan specification and scope of work if required can be ascertained from the Office of the Bhadrak Municipal Cocouncil during any working hours on working days prior to the last date of sale of tender papers.

24. The bid containing extraneous conditions are liable to rejection.

25. The bid, shall accompanied with attested photo copies oof valid & up to date

ITCC or PAN Card / VAT-CC. Non submission of any of these documents, the authority shall reserve the right to reject the bid. However, if authority desires, the original copies can be asked for verification, before the consideration for a final checking. The selected N.G.O shall submit the Initial Security Deposit (ISD) within seven days of intimation. The ISD shall be deposited in shape of NSC, Postal term deposit Pass Book, Bank Draft / Bankers Cheque, duly pledged in favour of the Executive Officer, Bhadrak Municipal Cocouncil. The selected N.G.O shall deposit 2% of the estimated cost as ISD within seven days of intimation after

adjusting the EMD amount deposited. Non submission of the ISD by the stipulated date the BHADRAK MUNICIPAL COUNCIL shall have the right to forfeit the EMD and proceed for subsequent steps. The initial Security Deposit shall be retained by the BHADRAK MUNICIPAL COUNCIL till the completion of entire work and payment of final bill or till the completion of the guarantee period of twelve months and the security deposit shall not carry any interest.

26. The BHADRAK MUNICIPAL COUNCIL shall deduct the statutory deductions as applicable under the Income Tax Act, 1961, Orissa Value Added Tax Act, 2004 and any other statutory deductions.
27. The successful NGOs after execution of the agreement and after issuance of the Work order, shall submit a detail work programme immediately to the concerned Executive Officer for approval.
28. The successful NGO who executes a valid agreement with the Bhadrak Municipal Cocouncil shall be called bidder and shall abide by the terms and conditions of the agreement as prescribed from time to time.
29. The work will be completed in every respect within the stipulated period of completion as mentioned in the Work order. The date of commencement of the work to be stipulated in the Work Order, to be issued by or on behalf of the Executive Officer , Bhadrak Municipal Cocouncil. There shall be no extension of contract period except on valid reasons to the satisfaction of the BHADRAK MUNICIPAL COUNCIL and the NGO shall submit such request for extension. The Cocouncil may consider such request for extension after taking into the considerations the valid reasons.
30. If the NGO disproportionate or abandoned or failed to progress the work according to the time schedule submitted the EMD will be forfeited and action will be initiated as per rule.
31. All Cement concrete works shall be executed in a mechanical form and shall use the concrete Mixer, Vibrator, Pumps, Road roller etc at the own cost of the N.G.O for the purpose.
32. The NGO shall use approved and tested materials as approved by the Engineer in charge according to IRC / PWD specification and the NGO shall arrange the materials at his own cost and after completion of the work, the NGO shall clear the site along with all equipments at his own cost.

33. Shuttering and centering shall be with Steel plate or seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and water tight as approved by the site Engineer-in-charge.
34. The Site Engineer-in-charge will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion.
35. The NGO shall arrange necessary tools and plants at his own cost required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant including cost of transportation thereof.
36. All earth work measurement shall be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition. No extra payment will be made for the jungle clearance for taking earth from the borrow areas.
37. After the work is finished all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
38. No payment shall be made for bench marks, level pillars, profiles and benching and leveling the ground where required. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and incidental items of works.
39. No claim shall be entertained in regard to extra item of works or extra quantity of any items besides estimated amount unless specific written order is issued from the Municipal Commissioner, Bhadrak Municipal Council.
40. The NGO shall have to abide by the CPWD safety code rules.
41. The rate quoted by the NGO shall cover the latest approved rates of labour, materials, POL and royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of NGO.

42. The rate for each work and concrete items wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due percolation of water. The quoted rates will be inclusive of this.
43. The materials, borrow areas, and hutments at sites should be arranged by the NGO at his own cost. No future complaint on this account shall be entertained.
44. Items of work not covered in the notice will be paid at the Current schedule of rates of the Public Health Department / Public Works Department / General Electrical Department and those not covered by the SR will be paid on actual analysis after being approved by the City Engineer.
45. Standard Public Works Department/ Public Health Department / General Electrical Department Specification of Govt. of Orissa / ISI specification where applicable as to be decided by the Engineer-in-charge will be followed in executing the work.
46. The NGO will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work, in a complete shape, will be handed over to Bhadrak Municipal Cocouncil within the time allowed by Bhadrak Municipal Cocouncil.
47. From the commencement of the works to the completion of the same, they are to be under the NGOs charge. The NGO is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the NGO or any one in his employment during the executive of the works, Also no claim shall be entertained for loss due to earthquake, food, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will to be made good by the N.G.O at his own cost.
48. For diversion road, the N.G.O will have to make his own arrangement to make the same in private land if necessary for which arrangement of such land by the side of the proposed road and the rental charges for such private land shall be born by the N.G.O including the proper maintenance with lighting arrangements during night time and signaling during day time and barricading etc. till the new concrete roads are open to the traffic. No extra rate will be paid to the N.G.O for above rental charges etc. His rates in the offer for other for other items shall

include this arrangement, land rental charges for the land rental charges for the land and maintenance, lighting and removal or such temporary road crust from the private land to bright the land to its original conditions etc. complete

- 49 Any damage caused by natural calamities should be borne by the N.G.O at his own cost. The Bhadrak Municipal Cocouncil shall not be any way responsible for the same and will not pay any cost towards the repair done by the N.G.O.
- 50 In case of any dispute in the meaning of specification, description of items, rates, conditions of agreement or due to errors / type-graphical errors, omissions, the decision of the Authority of Bhadrak Municipal Cocouncil with due recommendation of the Engineer-in charge of work is final and binding to the N.G.O.
- 51 The N.G.O shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent, royalties and other charges of materials, all other taxes including Sales Tax, ferry, tolls conveyance charge and other cost on account of land buildings including temporary building & temporary electric connection to work site as well as construction of service road & diversion road & its maintenance till completion of work as required by the N.G.O for collection of materials.
 - b) Storage, housing of staff or other purpose of the work, no N.G.O will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the health authorities.
 - d) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - e) Fees and duties levied by the Municipal, canal or water supply authorities.
 - f) Suitable equipments and wearing apparatus for the labour engaged in risky operation.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.

- h) Compensation including cost of any suit for injury to persons or property due to neglect of any measure / precautions also become payable due to operation of the workmen compensation act.
- i) The NGO has to arrange adequate lighting arrangement for the work wherever necessary at his own cost. C.C & R.C.C. items are to sufficiently cured with Gunny bags, if necessary.
- 52 NGOs are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department letter No. VIII R-8/5225 Dt. 26.2.1955 and No.II M 56/6 28842 (5) Dt. 27.9.1961 as amended from time to time.
- 53 In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum wages act, the Executive Officer will have the right to investigate and if the N.G.O. is found to be in default, he may recover such amount due from the N.G.O and pay such amount to the labour directly under intimation to the local labour officer of the Govt. The decision of the Executive Officer will be final and binding on the N.G.O.
- 54 The works may be distributed among the successful NGOs by BHADRAK MUNICIPAL COUNCIL.
- 55 Payment as per payment schedule will be made after site verification and completion report received from Engineer-in-Charge.
- 56 That for purpose of jurisdiction in the event of any dispute, it shall be at Bhadrak.
- 57 The Authority reserves the right to issue work order for execution of any number of dwelling unit as well as infrastructure depending upon the performance of the NGO engaged. In this regard the decision of Municipal Commissioner, Bhadrak Municipal Cocouncil is final and binding.
- 58 The Authority reserves the right to reject any or all the offers without assigning any reason thereof.

**Executive Officer
Bhadrak Municipality**

Signature of Chief functionary with seal

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES**

(To be furnished with EOI document)

BANK CERTIFICATE

This is to certify that M/s.. .. is a reputed company with a good financial standing.

If the contract for the work, namely.....
.....is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.....to meet their working capital requirements for executing the above contract.

Signature

Name of Bank

Senior Bank Manager

Address of the Bank.

**LETTER OF EMPANELMENT (Letter
head paper of the Employer)**

-----**(date)**

To _____(name and address of
the NGO)

Dear Sir,

This is to notify you that your NGO has been empanelled for execution of the
_____ (n
ame of the contract and identification number, as given in the Instructions to NGO) for the Contract
Price of Rupees _____-
(_____) (amount in words and figures) , as
corrected and modified in accordance with the EOI document.

You are hereby requested to furnish Intial Security in the form detailed in terms and conditions
of EOI document for an amount of Rs. _____within 15 days of
the receipt of this letter of empanelment and award, valid up to 28 days from the date of expiry of
Defects Liability Period i.e. up toand sign the contract, failing which action as stated in
terms and conditions EOI document will be taken.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf Employer)

**Issue of Notice to Proceed with the work. (Letter
head of the Employer)**

To

_____ (name and address of the NGO)

Der Sirs:

Pursuant to your furnishing the requisite security as stipulated in EIO document and signing of the contract agreement for the construction of _____ @ at agreement value of Rs. __, you are hereby instructed to precede with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf Employer)

DRAFT AGREEMENT FOR AWARD OF WORK

This agreement, made the _____ day of _____ 20____ between _____ (name and address of employer) (hereinafter called "the Employer") and _____ (name and address of NGO) (hereinafter called "the Executing Agency" of the other part).

Whereas the Employer is desirous that the NGO execute _____ (name and identification of slum cluster) (hereinafter called "the Works") and the Employer has accepted the credential of NGO for the execution and completion of such Works and the remedying of any defects therein, at a price of Rs..... As cost mentioned in Bill of Quantities.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the NGO as hereinafter mentioned, the Executing Agency hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the NGO in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;

- i) Notice inviting tender. ii) Letter of empanelment,
- iii) Notice to proceed with the work.
- iv) Condition of contract including special conditions of contract. v) Contract data.
- vi) Specification and Addl. Specification. vii) Bill of quantities.
- viii) Any other document listed in the contract data as forming part of the contract.
- ix) EOI document accepted by BHADRAK MUNICIPAL along with relevant documents submitted by NGO.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of:

Signed, Sealed and delivered by the said _____

In the presence of:

Binding Signature of Employer _____

Binding Signature of NGO. _____