

37. Final Payment

The final bill shall be accompanied by a certificate of completion from the Consultant. Payments of final bill shall be made after deduction of Retention Money as specified herein before of this documents, which sum shall be refunded after the completion of the defects Liability Period after receiving the Consultants' certificate that the contractor has rectified all defects to the satisfaction of the Consultant. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

38. Variation/Deviation

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the contract. In case of The Company/Architect/Consultant thinks proper at any time during the progress of work to make any alteration in, or addition to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alternations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

39. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed by the authorisation of Consultant. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- a)(i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ. If in arriving at the contract sum the contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, the same percentage or proportion shall apply to all items of works for valuation of variations.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub- clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of

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the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate based on the National Building Organisation, CPWD or in case such is not available therein, from the approved schedule with the various elements valued at local market price plus 15% (fifteen percent) towards profit and over heads.

- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorised extra items where rates cannot be derived from the tender or from any approved analysis of rate viz; C.P.W.D. or N.B.O., the Contractor shall submit rates duly supported by rate analysis worked on the "Market Rate Basis" for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.
- f) Works Contract Sales Tax, if applicable will also be considered over and above 15%.
- g) Rates arrived at by any of the above methods and approved by Architects/ Consultants is final and binding on contractor.

40. **Substitution**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer through Consultant in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer has to be obtained in writing prior to execution.

41. **Preparation of Works for Occupation and Use on Completion**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer/Consultant.

42. **Clearing Site on Completion**

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind

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and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Consultant.

43. Defects after Completion

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 (Twelve) months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

44. Concealed Work

The contractor shall give due notice to the Employer/Consultant whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Consultant be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked the notes of the Employer/Consultant shall be accepted as correct and binding on the contractor.

45. Escalation

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc.

46. Idle Labour

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

47. Suspension

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable despatch, such notice purport to be a notice under this clause.

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After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in this clause (Termination of Contract by Employer).

48. **Termination of Contract by Employer**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefor, or if he contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of he contractor, or shall assign, charge or encumber this contract or any payments due or which any become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Company may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the employer

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may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

49. ARBITRATION.

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of his contract or the rights thereof this contract or the construction remaining operation or effect hereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the appointing Authority who shall be appointed for this purpose by the employer be referred for adjudication to a sole arbitrator to be appointed as thereafter provided.

It is also a term of the contract that if Contractor(s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from Employer/Consultant that the bill after due verification is passed for payment of a lesser amount, or he has accepted the payment as per clause 45 whichever is earlier or otherwise, the Contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and Employer/Consultant shall be relieved and discharged of their liability under this agreement in respect of such claims. Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by Employer/Consultant or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of Employer/Consultant that the letter so posted to the Contractor(s) shall be conclusive.

or the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within 30 days of receipt by him of the written notice, aforesaid to the contractor a panel of 3 names of persons who shall be presently unconnected with the organisation for which the work is executed from the following categories of arbitrators.

The contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within 30 days of receipt by him of the names. The Appointing authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Employer fails to send to the Contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall

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on receipt by him of the names as aforesaid select any one of the person named and appoint him as the sole Arbitrator. If the Employer fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns from his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be with held on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

In all cases, where the amount of claim in dispute is Rs.50,000/- (Rupees Fifty thousand) and above, the Arbitrator shall give reasons for the award.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties, the cost of the reference and of the award including the fees if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being enforce, shall apply to the Arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

50. Excepted Matters:

If the disputes or differences pertain to the under noted matters (called excepted matters), the decision in writing of the officer of **The Oriental Insurance Co. Ltd.** designated in and signing the contract documents shall be final, conclusive and

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binding on the parties. No arbitration shall arise in such matters except either by mutual agreement or under the directions of a competent Court.

- i) Instruction
- ii) Transactions with local authorities
- iii) Proof of quality of materials
- iv) Assigning or under letting of the contract
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectification of defects pointed out during the defects liability period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract.
- ix) Notice of determination of the contract by the Employer.

51. SECURITY ARRANGEMENTS

Proper arrangements shall be made to keep all records under lock and key.

It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.

Movement of material, stores and plant, especially of those in which the Company has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only).

When the work is completed and handed over to the use, the responsibility of proper security arrangements shall rest with the users.

52. WORKING HOURS

Site Office working hours shall normally be fixed as may be prevailing in the locality.

Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute supervising staff to be present on the occasion.

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APPENDIX HEREINBEFORE REFERED TO

CLAUSE :

43. Defect liability period : 6 months from the date of completion of work.
37. Period of final measurement : Within 2 months from the date of completion of work.
13. Date of commencement : 14th days from the date of issue of work order. OR
Handing over the site Whichever is later.
13. Time of completion : 02 (Two) calender months from the date of
commencement of work.
36. Value of works for interim
certificate. : Rs. 2.00 Lakhs
36. Period for honouring
Interim certificate. : 14 Days.
14. Liquidated damages Rate : 1.00% of the estimated amount at the rate of shown in
the Tender per week subject to a ceiling of
10.0% of the accepted contracted sum.
36. Installment after the issue : 50 % of the total S.D. retained on issue of completion
certificate by the Architect/ Consultant

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SPECIAL CONDITIONS**CL.1. INSPECTION BY TECHNICAL EXAMINER.**

The proposed work covered under this tender is subject to inspection by Technical Examiner or by an officer of the Vigilance cell of the Company on behalf of the Owner/Employer/Architects/Consultants. The contractor shall be required to extend all assistance and facilities for such inspections.

CL.2. SAFETY CODE

The Contractor shall strictly comply with the provision of safety code Refer Annexure- I.

CL.3. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

The contractor shall strictly comply with the provision listed in the Annexure-II below.

CL.4. REGISTERS OF WORKS.

The contractor will be required to maintain the registers at site of work and should produce the same for inspection of Architects/ Consultants/ Owner/ Employer whenever desired by them. Typical proforma are enclosed. Refer Annexure-III.

CL.5. SUBMISSION OF R.A. BILLS.

The Contractor will have to submit their running account bills in printed forms shown in annexure-IV.

CL.6. DISCREPANCIES AND ADJUSTMENT OF ERRORS.

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.

In the case of discrepancy between schedule of quantities, the specifications and/or the drawings, the following order of reference shall be observed;

- a). Description in the schedule of items and Quantities.
- b). Technical specifications.
- c). Drawings

If there are varying or conflicting, provisions made in any one document forming part of the contract, the accepting shall be the deciding authority with regard to the intention of the document.

Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of

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the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

CL.7. LAND FOR CONTRACTORS ESTABLISHMENT.

For the purpose of construction of contractor's store-yard, godowns, site office and ancillaries, the contractor may utilize portion of the land belonging to the employer at such location as would not interfere with the execution of the works. For all these, the contractor shall have to obtain permission of the Architects / Consultant / Owner / Employer. The contractor shall for this purpose submit to the Architects / Contractor / Owner / Employer for his approval a plan or plans of the proposed layouts for the site facilities. The Architects / Consultants reserves the right to alter and modify the contractor's proposal as he may deem fit. the contractor may arrange at his own cost lands for the said purpose from municipalities, local bodies, or other authorities if so required on terms as they may prescribe but this is subject to approval of Architects / Consultant / Owner / Employer.

CL.8. WATER

The rates quoted by the contractor shall include all expenditure for providing all the water for the full contract required for the works, including that of the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water suitable for use in the works and the work people. He shall obtain municipal connection and all charges for connection shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tube wells, making bore wells, or transport from out side by tankers or any other suitable means entirely at his cost, and no separate payment for the same will be made.

CL.9. POWER.

The Contractor shall at his own cost arrange for necessary power for construction and lighting for the entire period of contract. If power is available in the area, the contractor shall make his own arrangement to obtain necessary connections, maintain an efficient service of electric lights and power and shall pay for all requisite charges for the same.

The Owner/Employer, as well as the Architects/Consultant shall give all the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibility for obtaining the same shall rest with the contractor. If any other contractor, appointed by the employer, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the contractor at rates and terms that may be mutually agreed upon by both, failing which, at rates, terms and conditions that may be decided by the Architect/Consultant/Owner/Employer will be final and binding upon him.

CL.10. FIRST - AID FACILITIES.

The Contractor shall at his own expense arrange to ensure availability of medical attendance promptly when necessary. He shall provide properly equipped first aid station In-Charge of qualified person at suitable location within easy reach of the

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workmen and staff. The contractor shall also provide for transport of serious cases to the nearest hospital.

CL.11. FIRE FIGHTING ARRANGEMENTS.

The Contractor shall at his own expense provide at suitable, prominent and easily accessible places requisite number of Fire Extinguishers and Buckets, some filled with sand and some with water.

CL.12. REPORTS AND RETURNS.

Contractor shall maintain at site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will be used as the basis for preparation of fortnight returns which are to be submitted to Architect/Consultant/Owner/Employer regularly in the Progress Report forms. These daily records shall be made accessible to the Architect/Consultant/Owner/Employer as and when required by him. Enlarged photographs are also to be submitted as and when advised by the Architect/Consultant/Owner/Employer.

CL.13. SITE BOOK.

For the purpose of quick communication the contractor should maintain and preserve at site a book with machine numbered pages in triplicate. Any instruction/advice given and recorded in the site order book by the Architect / Consultant / Owner / Employer shall be considered as a notice served on the contractor.

CL.14. RATES ALL INCLUSIVE.

The rates shall be inclusive of all duties and taxes, turn over tax, excise duty, octroi and any other tax, duty or levy levied by the Central Government, State Government, and local Authority including Value Added tax / Sales Tax on Work's Contract. The rate quoted shall be deemed to be for the finished item of work to be measured at site, and shall be inclusive of cost of all materials, labour, transport, constructional plant and other services like water, power and all that is necessary to conform to the general conditions, special conditions and all other terms and conditions embodied in the contract and all incidentals so far as the necessity for providing the same is specified in or is reasonable inferred from the contract, as also all overheads and profits. The Company will not entertain any claim whatsoever in this respect.

CL.15. SALES TAX ON WORKS CONTRACT.

The rates quoted shall also be inclusive of sales tax on works contract as applicable at the time of tender. However, the sales tax on works contract shall be deducted at source at prevailing rate from the bills or as prescribed by the Govt. of Orissa from time to time.

CL.16. INCOME TAX.

This shall be deducted at source as per rules at prevailing rates, unless certified if any, for deductions at lesser rate or nil deduction is furnished from appropriate authority.

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CL.17. ITEM RATE TENDER.

The tenderer should note that the tender is strictly on the item-rate basis and his attention is specially drawn to the fact that the rate for each individual item should be correct, workable irrespective of the quantity actually done notwithstanding the quantity stated in the schedule of quantities.

CL.18. COMPLETION INVENTORY.

The contractor, while reporting completion should also furnish inventory of all fittings / fixture fixed by him in the work.

CL.19. GUARANTEE.

Wherever the tender provides for submission of a specific guarantee to keep any specialized work efficient and trouble free for a specific period, the same shall be submitted from the specialized agency along with a counter guarantee by the main Contractor engaged for the work. The specialized agency and the main contractor shall furnish the guarantee as mentioned above on non-judicial stamp papers of appropriate values. If the Contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period of 6 months as stipulated in the contract.

CL.20. POSSESSION PRIOR TO COMPLETION

The Employer shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract agreement.

CL.21. COMPLETION DRAWINGS, AND PHOTOGRAPHS

The contractor, while reporting on completion of their work, shall furnish along with to the Consultant:-i) "as done" completion drawing of services viz; sanitary/plumbing, electrical work etc. on ammonia prints, ii) inventory of all fittings fixed by him in the work, & iii) Enlarged completed photographs of the work.

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SAFTY CODE

1. This shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressing and cotton wool.
2. An injured person shall be taken to a public Hospital with out loss of time in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for work men for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used, an extra majdoor shall be engaged for holding the ladder.
5. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of trench which ever is more. All trench and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in the working plat form be provided with suitable means to prevent the fail of persons or heights shall be one meter.
7. No floor, roof or other part of the structure shall be so over loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. (i).No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
(ii). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overall shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation.
12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength and free from defects.

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The Designers -N- Planners**ANNEXURE-II**

Quotation for proposed renovation work of 3nos. residential flats within "Anupama Co-operative Housing Society Ltd." at Bidhannagar, Durgapur - 713212

List of approved materials.

Sl. No.	Description	Make
Civil and allied work		
1.	Cement	Ultratech/ ACC/ Lafarge
2.	Sanitary fittings	Perryware/Hindware
3.	Cocks, fixtures	Essco/Ess Ess
4.	CPVC / PVC Plumbing pipes, fittings, fixtures	Oriplast/Astral/ Supreme (as applicable)
5.	Flush door	Kohinoor / Tycon
6.	Glass	Modi / Indo Ashahi / Saint-gobin
7.	Paints	Berger/ICI/Asian/Nerolac
8.	Locks, Handles, bolts, aldop etc.	Godrej / Ebco/Hettich (as applicable)
9.	Adhesive	Fevicol/Araldite
Electrical and LAN work		
1.	Wires	Havells / Finolex
2.	MCB boxes	Havells / Legrand / Siemens
3.	MCB	Havells / Legrand / Siemens
4.	Switches, board & cover plate(white colour)	MK/Crabtree/Legrand
5.	Rigid pipe	Presto/Geolite/Polycab
6.	Exhaust fan	Havells/ C.G.
7.	Ceiling fan	Orient(PSPO) /Polar/Havells
	All other items not covered above	As per sample approved by Employer/ Consultant.

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ANNEXURE -III

FORM XII**PROFORMA OF REGISTER OF CONTRACTORS**

1. Name and addresses of the Principal Employer

2. Name and address of the Establishment

Sl. No.	Name and address of the contractor	Nature of work on contract	Location of contract	From	Period of contract To	Maximum Number of workmen employed by the contractor
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Stamp and Signature of the Bidder

FROM VI-B

PROFORMA OF NOTICE OF COMMENCEMENT/COMPLETION OF CONTRACT WORK

1. Name and Principal Employer & address
2. No. and date of Certificate of registration
3. I/we hereby intimate that the contractor work _____ (Name of work) given to _____ (Name and address of the contractor) having License No. _____ Dated _____ has commenced/has been completed with effect from _____ (date)/on _____ (date).

Signature of the principal Employer

The Inspector,

Stamp and Signature of the Bidder

I-RUNNING A/C BILLS

Name of the contractor/ Agency :
 Name of the work :
 Sr. No. of this Bill :
 No. and date of previous Bill :
 Reference to Agreement No. :
 Date of written order to commence :
 Date of completion as per agreement :

Sl. No.	Item Description	Unit Rate as per tender		upto previous R/A Bill		upto date (gross)	
		Qty.	Amount Rs.	Qty.	Amount Rs.	Qty.	Amount Rs.
1	2	3	4	5	6	7	

NOTE :-

- 1). If part rate is allowed for any time, it should be indicated with reasons for allowing such a rate.
2. If adhoc payment is made, it should be mentioned specifically.

----- (Net value sine ()

Stamp and Signature of the Bidder

CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill

No. _____ were made have been taken jointly on _____ and are recorded

at pages _____ to _____ of measurement book No. _____

Signature and
date of contractor's
representative
(Seal).

Signature and
date of Architect's
representative
(Seal)

Signature and Date
of Site Engineer of
Employer

The work recorded in the above mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Architect

Site Engineer/
Company's Engineer

Stamp and Signature of the Bidder

PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD.

1. Name of Contractor :
 2. Name of the work as given in the agreement :
 3. Agreement No. :
 4. Estimated tender amount :
 5. Date of commencement of work :
 6. Period allowed for completion of work as per Agreement :
 7. Date of completion stipulated in agreement :
 8. Period for which extension of time has been given previously :
 9. 1st Extension vide Architect's / Company's letter
No. dated Month Days
 10. 2nd Extension vide Architect's/ Company's letter
No. dated Month Days
 11. 3rd Extension vide Architect's /Company's letter.
No. dated Month Days
 12. 4th Extension vide Architect's/ Company's letter
No. dated Month Days
- Total Extension previously given. :
13. Reasons for which extension have been previously given (copies of the previous application should be attended).
 14. Period for which extension is applied for :

Stamp and Signature of the Bidder

16. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last. :
- a. Serial No. :
 - b. Nature of hindrance :
 - c. Date of occurrence :
 - d. Period for which it is likely to last :
 - e. Period for which extension required for reference to item (e) above :
 - f. Net extension applied for :
 - g. Remarks, if any :
17. Details of extra work and the amount involved:
18. Details of extra work and the amount involved.: 19. Total value of extra work :
20. Proportionate period of extension of time on estimated amount put to tender :
21. Total extension of time required for 11 & 12 :
22. Submitted to the Architects / Company _____

Date :

Stamp and Signature of the Bidder

ANNEXURE - VIII

PROFORMA OF HINDRANCE REGISTER

Name of work :

Date of start of work:

Name of contractor:

Period of completion:

Agreement No.:

Date of completion:

Sr. No.	Nature of hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature SE/PE	Remarks

SE = Site Engineer

PE = Project Engineer

Date :

Stamp and Signature of the Bidder

PROFORMA OF SITE ORDER BOOK

Name of the Contractor

Date of Commencement

Sr. No.	Remarks/ Instruc- tions of the site Engineer/ Architect	Dated initials of Site Engineer/ Architect	Initials of the contractor for having received the instructions	Action taken with date	Dated initials of the site Engineer	Remarks of the Architects PMC/C.C. Officials
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Date :

Stamp and Signature of the Bidder