

fails to submit the completion drawings, compensation at the rate of Rs. 5000/- per drawing shall be recovered from the final bills.

Completion Certificate:

(1) As soon as Work is completed, the Contractor shall give notice of such completion to the Engineer and within 28 (Twenty-eight) days of receipt of such notice the Engineer shall inspect the Works and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) the defects to be rectified by the Contractor, and/or (c) items for which payment shall be made at reduced rates.

When separate periods of completion have been specified for items or groups of items, the Engineer shall issue separate completion certificates for such items or groups of items. No certificate of completion shall be issued, nor the Works be considered to be complete till the Contractor shall have removed from the premises on which the Works has been executed, all scaffolding, sheds and surplus materials, except such as required for rectification of defects, rubbish and all huts and sanitary arrangements required for his Workers on the site in connection with the execution of Works as shall have been erected by the Contractor or the Workmen and cleaned all dirt from all parts of building(s) in, upon or about which the Work has been executed or of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled and fastenings, labelled the keys clearly and handed them over to the Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer. If the Contractor shall fail to comply with any of the requirements of this Condition as aforesaid, on or before the date of completion of Works, the Engineer may at the expense of the Contractor fulfil such requirements and dispose of all the surplus material and rubbish etc. as he thinks fit and the Contractor shall have no claims in respect of any such material except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirement is more than the amount realizes on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

The Contractor's notice of completion as aforesaid shall be accompanied with final completion drawings (as-built drawings) in six bound sets failing which the notice shall be deemed to have not been issued at all.

(2) If at any time before completion of the entire Work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer with the consent of the Contractor takes possession of any part or parts of the same (any such part or parts being hereinafter in this condition referred to as "the relevant part") then notwithstanding anything expressed or implied elsewhere in this contract.

- (a) Within 28 days (Twenty-eight days) of date of completion of such items or group of items or possession of the relevant part the Engineer shall issue a completion certificate for the relevant part provided the Contractor fulfils his obligation for the relevant part as in sub-paragraph (1) above
- (b) The defects liability period in respect of such items and relevant part shall be deemed to have commenced from the certified date of completion of such items or relevant part as the case may be.
- (c) For the purpose of ascertaining compensation for delay in respect of any period during which the Works are not completed the relevant part shall be deemed to form a separate item or group, with date of completion as given in the contract or as extended under this tender and actual date of completion as certified by the Engineer under this condition.

(3) If any part of the Work shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed under the contract, the Engineer may issue a certificate of completion in respect of that part of the Works before completion of the whole

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Works and upon the issue of such certificates, the Contractors shall be deemed to have undertaken to complete any outstanding Works in that part of the Works during the period of maintenance.

Taking over of Work: Development Authority will take over the work at any stage whenever required in the interest of public by giving 10 days notice to the Contractor.

Defects Liability Period: The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer any defects which may develop or be noticed before the expiry of the period mentioned in the tender document hereto from certified date of completion and intimation of which has been sent to the Contractor within 7 days of expiry of the said period by letter sent by hand delivery or by registered post.

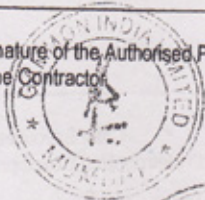
Liability for Defects or Imperfections and Rectification thereof: If it shall appear to the Engineer or to his representative at any time during construction or reconstruction or during the defects, liability period, that any Work has been executed with unsound, imperfect or unskilled Workmanship or that any material or article provided by the Contractor for execution of thereof the Work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or Workmanship, the Contractor shall, upon receipt of notice in writing in that behalf from the Engineer forthwith rectify or remove or reconstruct the Work so specified in whole or part, as the case may require or, as the case may be, and / or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of his failing to do so within the period to be specified by the Engineer in his notice aforesaid the Engineer may rectify or remove and re-execute the Work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and cost of the Contractor.

In case of repairs and maintenance Work, splashes and droppings from whitewashing, painting etc. shall be removed and surfaces cleaned simultaneously with completion of these items of Work in individual rooms, quarters or premises etc. where the Work is done, without waiting for completion of all other items of Work in the contract. In case the Contractor fails to comply with requirement of this condition, the Engineer shall have the right to get the Work done by other means at the risk and cost of the Contractor.

The Engineer shall give three days notice in writing to the Contractor before taking such action. The Engineer reserves the right to decide the rates and prices of the Works as executed by other means at the risk and cost of the Contractor.

The cost and expenses thereby incurred on the Works and also such penalty as the Engineer may impose for such wrongful conduct of the Contractor (which penalty, the Engineer shall be competent to impose and against the imposition of which or the amount thereof by the Engineer an appeal shall lie only to the Chief Executive Officer within seven days of the order in that behalf of the Engineer and the decisions of the Chief Executive Officer shall be final and binding upon the Contractor) may be deducted from any money due or to become due to the Contractor, under this or any other contract between the Contractor and the Development Authority.

Maintenance: The Contractor shall maintain the finished surface of the road for a period as specified in Contract document, after the completion of Work without any extra cost to Development Authority irrespective of the designs, standards and specifications and actual traffic etc. The Contractor shall get the potholes filled up with asphalt mix materials and keep the road surface in good condition throughout the year. 5 percent amount of the total Work done shall be with held from running account bill for the period specified in the Contract document from the date of completion of Work as maintenance charges of maintaining and keeping the road in good condition. This 5 percent amount withheld towards maintenance charges shall be allowed to be replaced with Bank guarantee or other recognised forms at



intermediate stage, if so, desired in writing. This maintenance charges shall be in addition to security deposit. On completion of the Work in all respects, necessary certificates will be issued by the Engineer and the defect liability period will be counted from the date of issue of such certificates. All damages during execution shall be made good by the Contractor at his cost. He will be responsible for any damage to the road surface including B.T. surface in rainy season and during construction and guaranteed maintenance period and no separate payment will be made for resorting such damages. Defective Work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify defects merely on reasons that further Work has been carried out. No extra payments shall be made for such rectification.

Defects Liability Certificate: The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the latest such period, or as soon thereafter as any Works instructed, pursuant to the provisions of this tender and have been completed to the satisfaction of the Engineer, Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the Retention Money.

Unfulfilled Obligations: Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Development Authority shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract. Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Development Authority shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

Refund of Performance Security Deposit: The amount of security deposit/ performance Security lodged by a Contractor shall be refunded after the expiry of the defect liability period unless the Engineer is of the opinion that in order to safeguard against defects and pending claims against the Contractor it is necessary to retain more amount retained as retention money.

F. ADDITIONAL CONDITIONS - II

1 HOUSING ACCOMMODATION

- (1) The Contractor shall make his own arrangements for the housing of his staff and labour, including domestic water supply, sanitation and lighting.

2 AMENITIES TO LABOURS

- (1) The contractor shall provide canteen, rest room, first aid facilities as required under section 16, 17, 18 and 19 of the Contract Labour (Regulation and Abolition) Act, 1970 or its latest of the Government of Assam to the workers employed by him.

The contractor shall pay every worker engaged in the scheduled employment under him, wages at a rate not less than the minimum rates of wages and rates of cost of living allowance fixed under the Minimum Wages Act 1948 or its latest as modified from time to time.

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- (2) The contractor shall pay all the wages to the labours in the presence of the authorized representative of the employer and a certificate to that effect be obtained in the wage-cum-muster roils.
- (3) The contractor shall pay compensation to his Workmen's Compensation Act 1923, or its latest, for the injuries caused to the Workmen's engaged in the execution of works.
- (4) The contractor shall maintain such register and records giving such particulars to workers employed by him, the work performed by them, the wages paid to them, the receipt given by them and other particulars as required under the labour laws. The contractor shall maintain photographs of each worker/ employer and addresses.
- (5) In addition to the above, the contractor shall specifically comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 or its latest and any other statutes applicable from time to time, to the labour engaged by them. In the event of failure of compliance by the contractor, the employer reserves the right to recover from the bills of the Contractor any amount that may become payable to the workmen employed by him.
- (6) The contractor shall, not withstanding the provisions of the contract to the contrary, cause to be paid minimum wage to labour indirectly engaged on the work including any labour engaged by his nominated sub-contractors in connection with the said work as if labour had been immediately employed by him.
- (7) The contractor shall be primarily liable for all payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his nominated sub-contractors.
- 8) The employer shall be consulted by the contractor before opening labour camp and the instructions issued by the employer on matters such as water supply, sanitation, camp site accommodation, etc. shall have to be followed by the contractor.

3. WATER SUPPLY FOR CONSTRUCTION

- (1) The contractor shall be responsible for the supply and distribution of water of his own use and for the site offices of the employer and the works and for the workers engaged for construction at their own cost.
- (2) The Contractor's methods of storage of water for construction purpose shall be subject to approval of the employer and regular checking of water quality has to be performed. Weekly cleaning of receptacles shall have to be made.

4. ELECTRIC POWER SUPPLY FOR CONSTRUCTION

- (1) The electric power required has to be obtained by the contractor from the State Electricity Board at their own cost.
- (2) The contractor is forewarned that there can be interruptions in power supply for reasons beyond the control of the SEB and therefore the contractor is advised to make his stand-by arrangement to provide and maintain all essential power supply for his work area at his expense. The contractor shall not be entitled to any compensation for any loss or damage to his machinery or equipment or any consequential loss in progress of work and idle labour during the power failure.

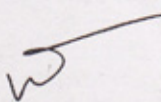
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5. LOCAL ROADS AND HAUL ROADS

The approach roads and other public roads in the state may be used by the contractor to haul construction materials and equipment subjects to restriction of load carrying capacity on the roads in particular over bridges and culverts. Maintenance of these roads will be done by the Government. The contractor will not be required to pay towards maintenance of these roads. However, the contractor will have to pay customary vehicle license and permit fees for using public roads.

6. ERRORS, OMISSIONS AND DISCREPANCIES

In case of errors, omissions and/or disagreement between the written and the scaled dimensions on the drawings or between the drawings and specifications, the following order of precedence shall apply;

- i) In case of discrepancies of any item of work as described between the descriptive specifications and detailed working drawings, the dimension given in the detailed working drawings shall apply when those are approved by the Engineer.
- ii) In case of discrepancies of description of scope of work between what is indicated in the item of work given in Bill of Quantities and the corresponding detailed technical specifications, the latter shall apply.
- iii) Figured dimensions shall supersede scaled dimensions. The drawings on a large scale shall take precedence over those on a smaller scale.
- iv) Drawings issued as constructions drawings from time to time shall supersede the corresponding drawings previously issued.

7. EQUIVALENCE OF STANDARDS AND CODES

Whenever reference is made in the contract to the respective standards and codes of BIS/ISO or international standards in accordance with which plant, equipment or materials are to be furnished and work is to be performed or tested the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in contract, where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards and codes specified will be accepted subject to the Employer prior review and written approval. Difference between the standards specified and the proposed authoritative standards must be fully described in writing by the contractor and submitted to the Employer well in advance for approval. If on the prior review, the Employer determines that such proposed deviations do not ensure equal or higher quality, the contractor shall comply with the standards set forth in the contract document.

8. BIDDER TO INFORM HIMSELF

It will be contractor's responsibility to satisfy himself from the inspection of the site that sufficient good quality of construction materials are required for the works exist in designated borrow areas and quarry sites. Failure by the bidder to have done all the things which in accordance with the conditions they are deemed to have done shall not relieve them of the responsibility of satisfactory completing the work as required. Local materials not meeting the requirements of relevant codes shall has to be arranged from outside.

9. EMPLOYMENT OF SCARCITY LABOUR

If the government of Assam declares a state of scarcity or famine to exist within 16Kms. of the project site, the contractor shall be required to employ in his works for which he will need unskilled labour and to extend his works can be accommodate any person or persons certified

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to him by the employer to be in need of relief and contractor shall pay to such person wages not below the minimum wage which the Government may fix in this behalf from time to time.

10. ROYALTY CHARGES

The Royalty charges payable to the concerned department shall have to be paid by the contractor not with standing any payment due to the contractor for completed works or part there of.

11. ELECTRICITY TARIFF

The unit rates and prices quoted by the bidder in the bill of Quantities shall include the cost of electric energy required for construction at the rates fixed by the Assam State Electricity Board.

12. QUANTITY OF ANY WORKS

The quantities of any work will be as per design submitted and approved by the Engineer.

13. MAINTENANCE PERIOD

The period of maintenance shall mean the period of maintenance named in the contract i.e. 12 calendar months calculated from the date of completion and commissioning of the entire water supply infrastructure. This has been defined as defect liability period.

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CONTRACT DATA

- Items marked "N / A" do not apply in this contract
- The following documents are also part of the contract.
- The Schedule of operating and Maintenance Manuals –
- "As Built" drawings , to be submitted within 30 days of completion
- The Schedule of key Personnel – as per General conditions of Contract
- The Employer's Name: The Employer is the GMDA represented by any other officer nominated by them who will employ the contractor to carry out this work.
- The start date be 15 days from the date of issue of notice for that work
- The Engineer is the City Engineer
- Name of Authorised Representative: _____
- The name and identification number of the contract is : _____
- The intended completion date for the whole of the works shall be as stipulated in N.I.T. from the start date till commissioning entire work.
- The Bidder should achieve full progress 100% within the intended completion date
- The defects liability period is 365 days after commissioning of the entire works.
- The minimum insurance covers for death is Rs. 5 Lakhs per person.
- The period between program updates shall be 15 days.
- The amount to be withheld for late submission of an updated program shall be Rs. 5,000/- per day.
- The language of the contract document is in English .
- The law which applies to the contract is the law of India and Jurisdiction is Guwahati
- The currency of the contract is the Indian Rupees.
- The formulae for adjustment of prices are-Not applicable

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SPECIAL CONDITIONS OF CONTRACT

1.0 ENGINEER'S DUTY AND AUTHORITY

- 1.1 The contractor shall obtain the specific approval of the employer through the Engineer before taking any of the following actions:
- (a) Subletting of any part of the works.
 - (b) Additional cost determined.
 - (c) An extension of time.
 - (d) Variation order;
 - (e) Fixing rates of prices of the variation time.

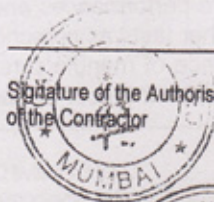
2.0 WORK PROGRAM

The contractor shall submit his detailed work program in program evaluation Review Technical / critical path method form which shall clearly set out his proposed schedule for whole of the works, the times of completing the major sections of the work, and his schedule for mobilizing the materials and equipments necessary for implementing the works in a timely and an efficient manner. In developing the work program, the contractor shall give paramount importance in minimizing any inconvenience to the public, and to ensure that the various sections of the works completed and the effected areas restored as expeditiously as possible. The contractor's work programme will be subjected to the approval of the Engineer and the approved program shall be adhered to during execution of the works. The contractor work program should demonstrate minimum achievement.

3.0 REPORTS TO BE SUBMITTED

The contractor shall prepare and submit monthly progress report to the Engineer in charge six copies within 14 days during following the end of the previous month. Reporting shall continue until the contractor has completed all work which is known to be outstanding as on the completion date as stated in the taking over certificate for the works each report shall include.

- (a) Detailed description of the progress, including the works completed and in progress, the status of supply and delivery of major materials and to be incorporated in the work, and the supply of major items of the contractor's equipment on site.
- (b) Records of personal and Contractor's equipment on site.
- (c) Copies of quality assurance documents, test results and certificates of materials.
- (d) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations, and
- (e) Comparison of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the contract, and the measures being (or to be) adopted to overcome such aspects.



4.0 CONTACTOR'S EMPLOYEES

4.1 The contractor shall not employ any person who is under the age of 18 years.

5.0 PRICE VARIATION

5.1 The rates and prices quoted by the bidder shall be fixed for the entire duration of the contract and not be subjected to variation under any circumstances.

6.0 SITE ORDER BOOK

6.1 The contractor shall maintain an identical site Order Book, at the site at all times during the execution of the work for the use of the Engineer and the contractor. All instructions issued by the Engineer to the contractor shall be recorded in the site Order Book and shall be signed by the user and countersigned by the Engineer. Acceptance of any part of the work executed by the Contractor shall be subjected to verification with respect to compliance with respective instructions of the Engineer through the site order book. The contractor shall maintain a duplicate copy which also to be signed by the site Engineer delegated by the Engineer.

7.0 QUARRY MATERIALS

7.1 The contractor shall be wholly responsible to identify the suitable sources of quarry materials required for the works, such as earth, sand, stone, muram, etc., and to make their own arrangements for collection and transportation of materials irrespective of the leads and lifts required. The quarry thus identified by the contractor should have proper license from the Government of Assam. All materials supplied by the contractor shall satisfy the requirements set forth in specifications and shall be subject to the approval of the engineer. The contractor shall take this into account while offering the rates, and no claims whatsoever shall be entertained for extra cost of his account. If local materials do not confirm the relevant IS Code, such shall be arranged by the Contractor from outside source/ sources.

8.0 CONSTRUCTION DOCUMENTS

8.1 The contractor has to submit construction drawing for any work or material to the Engineer for approval. He shall not commence the construction of any part of the work unless he receives from the Engineer signed approved drawings for such construction.

9.0 TAKING-OVER CERTIFICATE

9.1 The engineer shall, within 15 days of the date of delivery of the request by the contractor to issue a taking-over certificate, conduct a joint final inspection of the works with the contractor to determine the date of substantial completion and to identify all work which is required to be done or defects which are required to be corrected, by the contractor prior to issuance of the taking-over certificate. The above provisions notwithstanding, successful completion of any Tests on completion prescribed by the contract will be a condition to a issuance of taking-over certificate.

10.0 THIRD PARTY INSPECTION AND TESTING

10.1 The employer will appoint the third party agency for inspection and testing during manufacture and before dispatch from the place of manufacture. The suppliers has to allow third party inspection of all pipes, fittings, specials, pumps, motors and other electro-mechanical control equipments. This inspection will include attendance at all pressure performances and material test, dimensional checks, inspection of workmanship and such other tests as prescribed under 11 IS/ International codes. The test shall be carried out of the place of manufacturer. If there are no facilities at the place of manufacture, the suppliers shall bear the cost of carrying out



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such tests elsewhere at no extra cost. The inspection charges will be paid directly by the employer to the third party agency. 0.5% (zero point five percent) of the cost of the water supply works shall be recovered from the contractor bill towards third party inspection charges. Additional amount is required shall be paid by the employer.

10.2 Scope of work covered under third party inspection

Inspection and certification of all materials used on the works of supply items, pipes and specials of CI/DI/MS etc., Valves, Cement, Stones, Sand aggregate, rubber gaskets etc., for conformity with specifications of BIS and other international Codes.

Verification and Certification of items and quantities preferred in the work bills and all specified systems like distance management, UFW/NRW studies etc.

11.0 TECHNICAL SPECIFICATIONS

11.1 Engineer shall have the right to modify/alter the particular specifications and/or standard specifications at any time which promise to confer equal or better quality than the standard specifications then the tender document. Such modification or alteration shall be acceptable to the contractor subject to no additional financial burden to either the contractor or the Employer.

12.0 RE-MEASUREMENT

12.1 The engineer shall ascertain and determine by the measurement the value of those parts of the works which are to be re-measured in accordance with the contract. Such parts of the works to be measured, give reasonable notice to the contractor, who shall promptly attend or send a qualified representative to assist the engineer in making such measurement, and apply all particulars required by the engineer.

12.2 Should the contractor not attend, or neglect or omit to send such representative, than the measurement made by the engineer or approved by him shall be taken to be correct measurement of such part of the works.

13.0 EXTRA WORK

13.1 It is binding on the contractor to carry put such extra work(s) as may be ordered by the engineer when, in the opinion of the engineer, the same can conveniently and economically be carried out by the contractor and when such extra works forms an integral part of the main work shall be decided by the engineer on the basis of prevailing Assam Govt. schedule of rates and appropriates.

14.0 STORAGE OF MATERIALS AND PLANTS

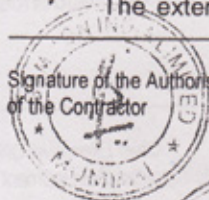
14.1 The contractor shall provide appropriate storage facilities for materials like cement, steel, aggregate, consumable supplies, equipment, mechanical and electrical items, etc., and shall take all safety and security measures against theft and deterioration and quality at his own cost.

15.0 EXTENSION TO COMPLETION TIME

15.1 Extension to the scheduled completion time may be granted in favour of the contractor by the employer on the recommendation of the engineer for the delay in completion of the work, provided such delay is beyond the control of the contractor. Contractor, for this purpose, shall maintain a hindrance register recording cause of every delay in work, its time to occurrence and time upto which such delay prevailed, duly signed by the engineer in token of acceptance. The extension of the completion time in all cases shall however be without prejudice to the

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right of the employer to recover liquidated damages from the contractor in accordance with the provision of this Contract.

16.0 PROGRESSIVE PAYMENT TO CONTRACTOR

- 16.1 Progressive payment shall be released to the contractor on the basis of executed quantity and contracted rates on certification of the Engineer in charge. Generally the progressive payment will be released monthly for which the contractor shall raise his monthly on account invoice @ 1/30th of the Contract value subject to corresponding progress actually achieved at site after measurement.

17.0 MAJOR CROSSINGS OF RAW WATER / PURE WATER RISING MAIN

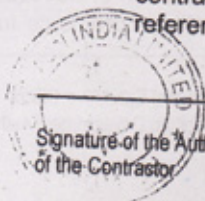
If any additional civil structures are to be constructed other than those specified/given in the Schedule of works for the purposes of crossing these utility lines, the same shall be constructed by the contractor at no extra cost.

18.0 PROCUREMENT OF MATERIALS

The contractor shall provide vendor list for approval. Detail will be included. The contractor shall procure the valuable and other materials of making conforming to BIS or equivalent standards as specified below.

19.0 ADDITIONAL CONDITIONS - III

- 19.1 Plans and schedule are subject to alternations (than those of bid quantities subject to approval of the Engineer) during execution. Payments shall be made on actual measurements. No claims for any extra rates whatsoever shall be entertained for such deviations in the designs.
- 19.2 The tenderer shall not stipulate normally in their tender any conditions nor contain in the tender documents. Either in description of work put to tender or in the general specifications.
- 19.3 The submission of tender by contractor implies that they have read all the terms and provisions of the conditions of contract and has made themselves aware of codes and detailed specifications of work as mentioned.
- 19.4 It must be distinctly and clearly understood that the specifications intended shall be rigidly enforced and no relaxation shall be allowed unless such works are ordered in writing by the Engineer.
- 19.5 Rates tendered shall hold good till the completion of the contract in all respect and no enhancement whatsoever of rates on account of fluctuations in the prices of materials etc.
- 19.6 The acceptance of any tender shall be at the discretion of the Employer.
- 19.7 All the materials used in the work shall be of the best quality and any materials rejected by the Engineer shall be removed by the Contractor from the site within 24 hours at the cost of the contractor.
- 19.8 Unless otherwise specifically provided for either in the item or in the specification or schedule of supply of materials, all items in the tender or inclusive of the cost of all materials required for the execution of the item shall be approved type, quality and make, for items provided in the tender.
- 19.9 In case of the materials brought and stored at site without the permission of the Engineer, the contractor shall be responsible for all legal disputes at his own cost and consequence without reference to the Employer.



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- 19.10 The work shall be proceeded with expeditiously from the date of issue of work order and shall be completed within the specified period.
- 19.11 The contractor shall have to clear the site of work before the commencement of work and after its completion for which separate claims shall not be allowed.
- 19.12 Before entering any plot, land or area other than approved one an without the knowledge of the employer the contractor shall make their independence investigation through the competent authority at their own cost about the ownership of the plot and shall be liable to action on encroachments, trespass etc. as the steps taken by the other party
- 19.13 The contractor shall be responsible and liable to pay any damage to private and public caused during execution of the work. They shall be responsible for any accidents on the work and shall be liable to pay for all damages caused.
- 19.14 The contractor shall make use of any plant and machinery in the interest of speedy execution of the work. If any tools, plants and machinery are supplied by the employer, hire charges shall be paid in cash, in advance at the rates fixed by the competent authority.
- 19.15 In all cases of difference, disputes, etc. regarding the interpretation of technical specifications or conditions of in general with any items of work or works, etc. the decision of the Chief Engineer shall be final. Settlement of disputes may however be taken up as per provision of this tender document.
- 19.16 Modification in design or the alignment shall not invalidate either the contract or the rates quoted in the tender.
- 19.17 The entire work shall be carried out under the direct supervision of the Engineer – in charge or his assistants.
- 19.18 During execution of works necessary protective arrangements shall be made to exclude rain water and slit, etc. and no claim either for dewatering rain water or removal of silt or slush in the works will be entertained.
- 19.19 The contractor should make at their own cost, the provisions of ramps, etc. for the easy movement of machinery and carts, etc., and should remove these ramps at their own cost after the works is completed.
- 19.20 Whenever the Engineer insist for testing constructions materials, the contractor should make the materials available for testing at their own cost and the contractor should bear the cost incurred in testing of concrete, motor, stone, bricks, Jelly, sand pipes, specials etc.
- 19.21 The final decision of allotment of the work either individually or collectively vests with the competent authority to dispose off the tenders.

19.22 **PATENT RIGHTS**

In the event of any claim or demand being brought against the Employer for infringement for infringement or alleged infringement of any patent rights in respects of any machine, plant, work, material or thing used or supplied by the contractor under this contract or in respect of any method or using working by the Employer of such machine, plant, work materials , or things, used or supplied by the contractor under this contract. The contractor shall indemnify the Employer against all costs and expenses arising from or incurred by reason of any such claim. The Employer shall notify the contractor immediately if any claim is made. The contractor may, if he desires and shall if so required by the Employer and with the assistance of the Employer defence such claim at the contractors own expense or carry on negotiable for settlement of the claim. No such machine, plant, work, material or thing shall be used by the


Signature of the Authorized Person
of the Contractor



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Chief Executive Officer
Guwahati Metropolitan Development Authority


Chief Executive Officer
Guwahati Metropolitan Development Authority