

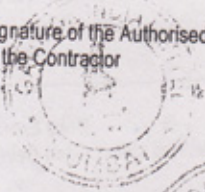
The aforesaid insurance policies shall provide that they shall not be cancelled till the Chief Executive Officer has agreed to their cancellations. The Contractor shall prove to the Engineer from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the Defects Liability Period after completion of Work for a period of not exceeding 12 months.

The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors (if any) and shall be responsible for any claims or losses to the Development Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer.

If the Contractor and/or his sub-Contractors (if any) shall fail to effect and keep in force the insurance referred above for any other insurance which he/they may require to effect under the terms of Contract then and in any such case the Chief Executive Officer may without being bound to effect and keep in force any such insurance and pay premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Development Authority plus 20 per cent of premium or premium amount as service charges from any money due or which may become due to the Contractor or recover the same as debt from the Contractor.

State, all the necessary charges for the approval of the same, amounts deducted from the claim shall be borne by the contractor.

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APPENDIX - IV

Safety Provisions

1. Suitable scaffolds shall be provided for workmen for all that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, belted braced and other wise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladder up to and including 3 meters in length. For longer ladders this width shall be increased by at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.
6. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or places as to cause danger or inconvenience to any person or the public. The Contractor shall provided all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
Excavation and Trenching: - All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof, ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half or depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or under cutting be done.
7. Demolition: Before any demolition work is commenced and also during the process of the work
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

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- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

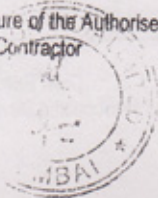
8 All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing asphalt materials, cement and lime mortars/concrete shall be provided with protective footwear, hand gloves and goggles.
- (b) Those engaged in handling any material, which is injurious to eyes, should be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye-shields.
- (d) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers/ drain channel or manholes, which are in use, the Contractor shall ensure that drain slab covers/ manhole covers are opened and are ventilated at least for an hour before workers are allowed to get into them. Covered Drains/ Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- (f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken;
- (g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- (i) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- (ii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9 When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

- (a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
- (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffold winch or give signals to operator.
- (c) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine



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Having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- (d) In case of departmental machine, safe working load shall be notified by the Engineer, as regards Contractor's machine the Contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
 12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 13. These safety provision shall be brought to the notice of all concerned by display on a notice board at prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Provisions shall be named therein by the Contractor.
 14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the inspecting officers.
 15. Notwithstanding the above provisions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

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APPENDIX - V

INDEMNITY BOND ON STAMP PAPER OF VALUE OF Rs. 100/-

In consideration of Guwahati Metropolitan Development Authority incorporated under GMDA Act, 1985 and having its office at Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati - 781005 (Hereinafter referred to as the Development Authority, which expression shall unless it be repugnant to the context or meaning thereof includes its successors or assigns) having awarded to M/s. _____ a Partnership/ Proprietorship/ Private Limited/ Limited firm carrying in such name and style the business of construction (hereinafter referred to as the Contractor which expression shall, unless it be repugnant to the context or meaning thereof, includes its partners or Partner/Proprietor for the time being or its surviving Partner or his heirs and executors) for the work of _____

_____ at an _____ percent above / below estimated cost of Rs. _____ and in compliance with one of the terms and conditions of the said Contract.

We, M/s. _____ being the Contractor do hereby agree and undertake and indemnify and save harmless the Development Authority in consequence of the manufacturing defect, patent manufacturing defect and construction defect found in the constructed work at any time in a defect liability period of _____ years with the grant of completion certificate by the Development Authority to the Contractor in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the City Engineer of the Development Authority or any officer acting as such City Engineer of the Development Authority shall be the Competent Authority to decide upon the question as to the defects in the construction of works and the remedy to be applied by the Contractor for their rectification at his cost and his decision shall be final, conclusive and binding upon both the Development Authority and the Contractor, provided that the City Engineer shall so decide after giving an opportunity to the Contractor to represent his case.

We hereby agree and undertake irrevocable and unconditionally to carry out duly each and very decision, order, direction or instruction as may be issued by the said City Engineer or as the case may be, the officer of the Development Authority in his behalf and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF M/S. _____

Place: - _____

Date: - _____

SEAL

Notary, Assam State

BEFORE ME

Notary, Assam State

Noted and Registered at _____

Serial Number _____

For & on Behalf of Development Authority

Accepted by

Signature of the Authorised Person
of the Contractor

Chief Executive Officer
Guwahati Metropolitan Development Authority

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SECTION - D

SPECIAL PROVISIONS OF CONTRACT

1. GENERAL

1.1 Extended Scope of the Contract

The contract comprises the planning, designing, drawing, supplying materials and equipments, construction, testing of materials, all supply items, the piles and the structures upto commissioning and defect liability period of one year, the provision of all labour, materials, constructional plant, temporary works and everything (whether or a temporary or permanent nature) required in and for such planning, design, construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

1.2 Item wise details of the lump sum prices and interim payment schedule

The successful contractor will, against each of the job items quoted in the schedule of prices on lump sum basis, submit a detailed break up of lump sum prices for the approval of the Chief Engineer for the purpose of preparing interim payment schedule and calculating the consumption of materials to be issued by the Development Authority. The break ups will be such as to fairly agree with the lump sum price quoted. The Engineer shall have the authority to modify the break up of prices keeping, however, the total of the prices fairly equal to the lump sum amount quoted. Lump sum prices quoted in the schedule of prices shall remain fixed irrespective of the variations in items and quantities during actual execution compared with those provided in the break-ups.

Such break-ups for Civil Works shall include for each of the unit

- i) Pilling
- ii) Cement Concrete
- iii) Reinforcement
- iv) Brick Work
- v) Structural Steel Work
- vi) Doors, Windows, Rolling Shutters, Gates etc.
- vii) Roof Treatment
- viii) Plumbing and Sanitary Works
- ix) Pipe Lines and appurtenant structures
- x) Finishing works and other miscellaneous works (to be specified by the Contractor)
- xi) Laying of DI, HDPE and MS pipe of different dia.

The above mentioned details should be submitted by the contractor as early as possible after receipt of the Letter of Intent in order to enable him to start any sub-items of work and to receive interim payments. Where a component includes civil mechanical and electrical equipment, the break ups should invariably be submitted.

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1.3 Store shed

The Contractor shall provide at his own cost a store shed of adequate capacity for storing materials. The shed should be of such construction that it must protect the materials against deterioration. A raised platform well above the highest flood level shall be made for stacking cement in such a way that the cement received earlier can be consumed first so as to avoid deterioration due to prolonged stacking. If any modifications to the store shed is suggested by the Engineer for better storing of materials that should be carried out by the Contractor at his own cost.

1.4 Land for Contractor's Establishment

For the purpose of constructing Contractor's Store yard, godown, site office and ancillaries, he may utilize portion of the land belonging to the Development Authority/ Corporation at such location as would not interfere to execute other works. For all these, the Contractor shall have to obtain the requisite permission of the Chief Executive Officer. The Contractor shall for this purpose submit to the Engineer for his approval a plan of the proposed layouts for the site facilities. The Engineer reserves the right to alter and modify the Contractor's proposals as the Engineer may deem fit.

1.5 Water and Electricity for Construction

1.5.1 The Contractor shall have to make his own arrangement for supply of water and for electrical power that may be required for or in connection with the works. No payment on this account will be entertained. However, Development Authority may assist in getting power.

1.5.2 Arrangement for supply of piped water may not be possible. The Contractor will have to make arrangement for supply of drinking water and water required for constructions works by sinking tube wells or other suitable alternatives. The Tenderer shall investigate this matter during site inspection before submission of tenders. No payment will be entertained on this account.

1.5.3 Nevertheless, electrical power from usual supply agencies may not be continuously available due to various reasons including load shedding. In case of non-availability of electrical power the contractor will have to make his own arrangements for electrical power through generators. Contractor should include such aspects while quoting his rate. No payment will be entertained on this account. When drawing power from the authority's power point, the contractor shall have to bear the cost of electrical charges. The route of conveyance shall be subject to approval by the Engineer-in-Charge and will be in accordance with I.E. Rules.

1.6 First-Aid Facilities

The Contractor shall arrange for medical attentions to be promptly available when necessary. He shall for this purpose provide a number of First-Aid stations at suitable locations within easy reach of the workmen and other staff engaged in the Works. Each First-Aid station shall be properly equipped and will remain in charge of a suitably qualified person. The Contractor shall also provide for transport of serious cases to the nearest hospital. All these arrangements shall be with the approval of the Engineer.

1.7 Fire Fighting Arrangement

The Contractor shall provide suitable arrangement for fire fighting. For this purpose he shall provide requisite number of Fire-Extinguishers and adequate number of buckets, some of which are to be always filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.



1.8 Safety Measures

The Contractor shall be responsible for the safety of all workmen and other persons entering or in the works and shall at his own expense and with the approval of the Engineer, take all measures necessary to ensure their safety.

Such measures shall include the provisions of helmets (Especially where work at a height is involved), provision of gum-boots to workers engaged in cement concrete or other works. Scaffolding or other measures required for working at a height shall be strong and rigid and have to be provided with suitable and convenient access. Shoring required for deep excavation must be adequate and rigidly braced and strutted. Other safety measure that the Engineer may direct, depending on the exigencies of the location and nature of work and other relevant factors shall be provided by the Contractor.

1.9 Supervisory Staff

The Contractor shall engage an experienced and qualified Site Manager to be in day to day charge of the work and he should be authorized to receive instructions from the Engineer. He shall receive orders given by the Engineer from time to time and shall act on them promptly. The Contractor shall, during working hours, maintain engineer and supervisors of sufficient training and experience to supervise the various items and operations of the work. Orders and directions given to such engineers and supervisors or other staff of the Contractor shall be deemed to have been given to the Contractor. The Chief Engineer of the Contractor responsible for this work, by whatever designation he may be known, but who will be specified on award of the Contract shall at least once in a fortnight inspect the works and shall discuss with the Engineer the conduct and progress of the work.

1.10 Joint Survey

The Contractor shall satisfy himself regarding the correctness of the layouts, levels etc. as are shown in the drawings or given in the specifications. Before starting the work he shall also carry out at his own cost, survey of the whole work site jointly with the representative(s) of the Authority. Discrepancies noticed between drawings and the joint survey shall be informed in writing to the Engineer and got set right before execution of works. Such deviations as may arise out of the joint survey shall not be considered as the provisions of contract or entitle the Contractor to any extra payment in any way.

1.11 Layout and Checking

The contractor shall provide all labour, skilled and unskilled and all materials needed for carrying out, as directed, survey, laying out, setting out, checking of works, taking measurements, testing hydraulic and other structures, without any extra payment.

The Contractor shall also provide approach and access roads to all the works and stores without any extra cost.

1.12 Reference Points

After the joint survey has been plotted and approved by the Engineer, permanent base lines, cross line and bench marks shall be established by the Contractor so as to serve as reference points and serve as "Dimensional Control Basis" of works. He shall prepare and submit a plan showing such reference points with their full description.

1.13 Co-operation with other Contractors

Some works in site have been already done/are being done/will be done through other contractors. In the event of any such work the contractor shall have to work in full co-operation and in close co-ordination with other contractor/ contractors. Any difficulty that may arise in this connection will have to be amicably settled by the contractors amongst



themselves. If that be not possible, the matter shall be referred to the Engineer whose decision shall be final and binding on all the parties.

However, the site allocated to the contractor may be fenced at the Contractor's cost provided any necessary access to others as it required is given. The contractor will be permitted to use only the access to the site as indicated on the site plan prepared by the successful bidder and approved by the Engineer.

1.14 Approval of Materials and Equipment to be used

Samples in large enough quantity of materials with descriptive data requiring prior approval shall be furnished by the contractor to the Engineer in good time before the collection of such materials and equipment so as to permit inspection and testing. The samples shall be properly marked to show the name of the materials, name of the manufacturer, and place of origin and item for which it is to be used. Only upon approval, the materials of approved quality shall be brought to site. Samples approved shall be on exhibition at all times, properly stored and prevented from deterioration for the purpose of comparison with the materials brought to site of work from time to time for use in works.

1.15 Testing & Testing Equipment

1.15.1 Testing of materials to be used in the permanent work or of the quality of finished items shall have to be done from manufacturer's own testing site and or from the laboratory approved by the Engineer at the expense of the contractor.

The contractor shall afford at his own cost necessary facilities in providing the requisite materials and other assistance that may be required by the Engineer including transport of the test specimens to the laboratory referred to above as will be necessary.

1.15.2 The Contractor shall provide at his own cost necessary equipment for such testing which by the nature of work may have to be done at site or for taking samples for testing in laboratories. These include sufficient number of slump cones, standard 150 mm metal cube moulds, sets of I.S. sieves, weighing balances, graduated measuring cylinders, complete set of equipment for in-site density test, thermometers and any other miscellaneous equipment that may be required by the Engineer or his Representative. The Contractor shall also provide necessary arrangement for curing of concrete cube specimens, as instructed by the Engineer.

The contractor shall provide all the testing equipments needed to test the cement, concrete, coarse and fine aggregates, bricks, water etc. prior to supply those materials at site. It is the contractor's responsibility to keep all those testing equipments in a workable condition all the time as he may be instructed to test the samples of concrete (slump or cube), and other materials supplied by him, by the Engineer-in-Charge or his representatives. Before use of these materials testing at work site shall have to be made and is to be reported in the 'technical format' which has been asked to design by the bidders.

1.15.3 The Engineer reserves the right to instruct the contractor to take representative samples from any batch/stack of concrete, coarse & fine aggregates, bricks and other materials supplied by the contractor and test the same. The contract is bound to remove the batch/stack of materials from the site immediately and supply/prepare a new fresh stack/batch is the Engineer or his representatives find the test results unsatisfactory.

1.16 Construction Records

The Contractor shall keep and supply to the Engineer the up-to-date records of the dimensions and positions of all permanent works (showing therein any approved deviation between the drawing and the work as actually executed). The information available from the records must be adequate and complete to enable preparation of "as-made" drawing by the Contractor from these records.

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1.17 Progress Photographs

The Contractor shall, at his own cost and expense arrange to take periodic photographs to show the progress of work or interesting features thereof. The time and the position where from a photograph is taken should be as per direction of the Engineer or his Representative. Three copies of each of these photographs to an enlarged size of about 25 cms x 20 cms together with the CD/DVD shall be supplied to the Engineer and these shall become the property of the Employer. Each photograph shall be suitably captioned with the date of the photograph, location and other relevant particulars. Further prints and CD of the photograph, location and other relevant particulars shall not be kept by the Contractor or reproduced without written permission of the Employer. Digital Camera with 6.0 Mega pixels should be used for taking photos.

Restrictions to photography or security restrictions that may be applicable to any particular area must be carefully and rigidly observed.

The number of photographs for each component/ work (each consisting of three prints and the CD/DVD as aforesaid) upto completion/ erection shall not be expected to exceed 100 (one hundred). No photograph of the plant and other installations shall be taken without prior approval of the concerned officers.

1.18 Satisfactory completion of various items

The sub-works included in the Schedule of Prices are job works on lump sum basis. The various items of the sub-work are to fit in perfectly in the whole plant in every respect so as to form effective working parts of the whole plant as per satisfaction of the Engineer. Each sub-work will be considered as complete when it is completed as per specifications and put into commission, as per standards, as a successful component part of the whole plant.

1.19 Checking Quality of Work

Engineer should consider if necessary to satisfy himself as to the quality of the work, and the quality of the supplied material. The Contractor shall, at any time during continuance of the contract, offer sample of work done or if necessary pull down a reasonable part of the work enough for such inspection and testing as the Engineer may direct and the Contractor shall make good the same at his cost and to the satisfaction of the Engineer without any extra cost.

1.20 Recording Measurements

Though the offer is on lump sum basis, the Contractor shall give not less than five days notice, in writing to the Engineer, about the work which is proposed to be covered or placed beyond the reach of measurements so that measurements may be taken before the work is covered; bar bending schedule is to be provided five days before the casting date. If any work is covered without such written notice, the same shall be uncovered at the cost of the Contractor and in default hereof no payment or allowances shall be made for such work. These requirements apply for all the component items executed for the sub-work for which lump sum price is quoted.

1.21 Reports and Returns

The Contractor shall maintain at site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will form the basis of preparing periodic reports and returns as may be required by the Engineer and in the manner as directed by him.

These daily records shall be made accessible to the Engineer or his Representative as and when desired by him. The contractor shall also submit a weekly return on the first day of each

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week for the preceding week showing update progress and progress during the previous week of all important items of work. The contractor's payment may be withheld if he fails to submit the progress report timely.

1.22 Site Order Books

1.22.1 For the purpose of quick communication between the Engineer or his Representative and the Contractor or his Agent or Representative, Site Order Books shall be maintained at site in the manner described below. Any communication relating to the works may be conveyed through records in the Site Order Books. Such a communication from one party to the other shall be deemed to have been adequately served specified elsewhere in the General Conditions of Contract. Each Site Order Book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved.

1.22.2 The Contractor shall keep Site Order Books at various places site work is being carried out so as to be readily available to the Engineer or his Representative. Any instruction or order which the Engineer or his Representative may like to issue to the Contractor may be recorded by him in the Site Order Book and two copies thereof taken by him for his record. The Contractor or his Agent or Representative may similarly maintain separate Site Order Book for any communication he may like to send to the Engineer or his Representative. Two copies thereof when sent to the Engineer's Representative and receipt obtained thereof, will constitute adequate service of the communication to the Engineer.

1.22.3 The Site Order Book intended primarily for facility of quick but recorded communication between persons working at site on behalf of the two parties. All important communication between the Engineer or the Employer and the Contractor or his agent shall be through letters and not through Site Order Books.

2. EMPLOYER'S MATERIAL

2.1 Preamble

To avoid delay in the smooth progress of the work, some materials when procured by the Employer in advance shall be used by the Contractor. These will be issued to the Contractor for utilization in the Works, under terms and conditions stipulated hereinafter.

Procurement of railway wagons for transport of large quantities of materials required to be moved by rail, is a time consuming process. Procurement of cement and steel materials require prior permission from appropriate authorities and involves considerable time-lag between the submission of requisite application and actual supply.

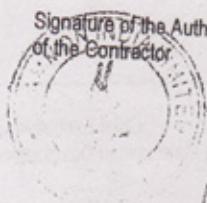
2.2 Materials if supplied by the Employer

2.2.1 For reasons explained above, the Employer is making arrangement for advance procurement of the materials listed below for issue to the Contractor for use in the Works under terms and conditions and at rates fixed by the Engineer, stipulated hereinafter for the respective items of material.

a) Cement required for the Works

b) Steel materials as required for reinforcement and for other works

2.2.2 If, in the interest of the Works, any material other than those listed in clause 2.2.1 above be issued to the Contractor, the provisions of Clause 2 shall apply strictly and the issue rate thereof shall be as fixed by Engineer.



2.3 General Condition of Issue of Material

2.3.1 Employer's materials shall be issued to the Contractor to the extent of requirements as assessed and in suitable installments as decided by the Engineer. For this purpose the Contractor shall submit to the Engineer and advance programme showing his time-phase requirements of Employer's materials, in the form and manner as may be directed by the Engineer.

2.3.2 Indents for materials to be issued by the Employer shall be submitted by the Contractor to the Engineer or his Representative, well in advance. The Engineer shall have full discretion to specify the maximum and the minimum quantities for which an individual indent is to be placed.

While every attempt will be made to issue Employer's materials according to indents placed by the Contractor, the Employer or the Engineer cannot guarantee such timely issue and no compensation shall be payable to the Contractor for any delay under unavoidable circumstances. The Engineer may however, grant reasonable extension in the Time of Completion if, in his opinion, such failure in timely issue of Employer's materials is responsible for slowing down of the progress of work.

Without waiting for indent from the Contractor, the Engineer may, if he finds it necessary, direct that cement be received by the Contractor immediately on arrival of a consignment or consignments. In that event the Contractor shall make necessary arrangements to receive the materials according to instructions and subsequent indents shall be placed and approved.

2.3.3 Employer's materials shall be issued to the Contractor against proper receipts as may be specified by the Engineer. The value of materials issued shall be recovered from progressive bills or other dues of the Contractor. At the discretion of the Engineer, the amount of recovery from a bill may be only for such quantities of the non perishable materials as have been till then consumed in the works. Cost of cement and other perishable goods will be recovered in full from subsequent bill/ bills.

2.3.4 The Contractor shall be responsible to lift the material from the place of issue and for transport of the same to his own store or immediate work site as the case may be. The issue rates (i.e. rates at which subsequent recovery would be made from the contractor) as stipulated hereinafter, apply to the respective materials lying at the place of issue. All subsequent operations in handling, transport, proper storage and other incidentals will be the responsibility of the Contractor at his own cost and expense.

2.3.5 Unless any specific place of issue is mentioned hereinafter in respect of any particular material, Employer's materials shall be issued to the Contractor from any of the Employer's store within the Guwahati Metropolitan Area.

While attempt would be made to issue materials from such available sources as would minimize transport and handling on the part of the Contractor, it must be clearly understood that the Employer does not bind himself to any commitment in this respect.

2.3.6 Employer's materials issued to the Contractor are intended for proper utilization in the works. The contractor shall take all measures necessary for proper storage and guarding and shall be responsible for any damage to or loss of these materials. No payment on account of storage & guarding will be entertained.

The Contractor shall have to satisfy the Engineer regarding proper utilization of Employer's materials issued to the Contractor. The value of any material which can not be satisfactorily accounted for shall be recovered from bills or other dues of the Contractor at an enhanced rate to be decided by the Employer.

Signature of the Authorized Person
of the Contractor

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Chief Executive Officer
Guwahati Metropolitan Development Authority



Chief Executive Officer
Guwahati Metropolitan Dev. Authority