

required and run for a reasonable period to his satisfaction i.e. upto one year defect liability period.

If during testing of work, including equipment prior of formal acceptance, the same or the material thereof should fail in respect of meeting the specification guaranteed or otherwise the Contractor shall replace all such equipment etc. in a condition which will meet the guaranteed performance and be up to the specification, in both material and workmanship.

Any such work shall be carried out by the contractor at his own expense, if such work shall, in the opinion of the Engineer, be necessary due to the use of materials or workmanship not in accordance with the contract and/or to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If the contractor shall fail to do any such work as per aforesaid requirement of the Engineer, the Employer shall be entitled to have such work carried out by its own workman, or by others hired for the purpose, and if such work is in the opinion of the Engineer in which the contractor should have carried out at the contractor's own cost, the department shall be entitled to recover from the contractor the cost deemed fit together with the cost increased for the purpose and may deduct the same from any money due to or that may become due to the Contractor.

#### 9.1 PERFORMANCE GUARANTEE

Within thirteen (30) days of the date of issue of the letter of acceptance, the successful Tenderer (Contractor) shall furnish a Performance Guarantee to the sum equal to ten percent (10%) of the Contract Price from a Nationalized Bank in the form of a bank Guarantee in a form approved by the Employer. This Performance Guarantee shall be binding on the heirs, executors, administrators, successors, and assigns of both the Contractor and the Bank (Guarantor).

The form shall be prepared by the Bank (guarantor) and be worded to the approval of the Employer. It shall state clearly and concisely that the full amount stated in the Guarantee shall be payable to the Employer upon receipt, by the said Bank, of a written demand, if as per evaluation of the Employer, the Contractor does not satisfactorily fulfil his obligations under the Contract.

This Performance Guarantee will be inoperative only if and when the same has been discharged by the Employer, on satisfactory completion of the Works, as per provisions of this tender, but shall otherwise be kept validated through extensions.

The obtaining of the Performance Guarantee shall be at the expense of the Contractor in all respects.

9.2 **Forfeiture of Performance Security Deposit:** All compensation or other sums of money payable by the contractor under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this security deposit/retention money or from the interest arising there from or from any sums which may be due or may become due to the Contractor by the Development Authority on any account whatsoever, and in the event of his security deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 15 days of receipt of notice of demand from the Engineer make good the deficit.

In the event of the said deposit having been made by the contractor by delivery to the Development Authority of the Guarantee of the Bankers of the Contractor, and of the contractor under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or un-liquidated or of the said deposit becoming forfeited any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Chief Executive Officer, shall immediately on demand be paid by the said Bankers to and may be forfeited by the Chief Executive Officer under and in terms of the said Guarantee.



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9.3 **Issue of Work Order:** Work Order will be issued after execution of contract.

#### 10. INSPECTION OF SITE

The Employer shall have made available to the Contractor with the Tender documents such data on different levels, its location, distance from fixed point including the layout drawing and location of the primary grid point, the source of filling the reservoir and the Tender shall be deemed to have been based on such data. But the tenderer shall be responsible for his own interpretation thereof. The tenderer may also undertake investigations at his own cost on such levels or any other levels prior to submission of his offer.

The Tenderer shall also be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

#### 11. SUFFICIENCY OF TENDER AND ADVERSE PHYSICAL CONDITIONS, ARTIFICIAL OBSTRUCTIONS

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the Schedule of prices, which Tender rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of its Works the Contractor shall encounter physical conditions, other than Climatic conditions on the Site, or artificial obstructions, which conditions or obstructions could, in his opinion, not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, then the Engineer shall certify and the Employer shall consider the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable time. Decision of the Engineer shall be final and binding up on both the parties.

- a) Of complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
- b) Of any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions encountered.

#### 12. WORK TO BE TO THE SATISFACTION OF ENGINEER

Save insofar as it is not legally or physically impossible, the Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the Contract or not touching or concerning the Works. The Contractor shall take instructions and directions only from the Engineer or, subject to the limitations referred in Clause 2 hereof, from the Engineer's Representative.

13. (1) **Programme to be furnished** – Within thirty (30) calendar days, the Contractor shall, after the acceptance of his Tender, submit to the Engineer for his approval a programme showing the order of procedure in which he proposes to carry out the Works. The Contractor shall, whenever required by the Engineer or Engineer's Representative, also provide in writing for his information; general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

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- ... CONDITIONS OF ...
- (2) If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved programme referred in sub-clause (1) of this Clause, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the time for completion.
  - (3) The submission to and approval by the Engineer of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

#### 14. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorised agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the Superintendence of the same. If such approval be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdraw, remove the agent from the works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorised agent or representative shall receive, on behalf of the Contractor, direction and instruction from the Engineer. The agent or representative of the Contractor must be able to speak and communicate in English/Assamese. In the absence of the Contractor's designated agent or representative for a particular operation on any site of the works the Contractor's supervisory staff or sub-agent or leading hands shall be instructed to receive and carry out any instruction or direction issued or given by the Engineer or the Engineer's Representative.

15. (1) **Contractor's Employees** – The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.
  - a) Such technical persons, as are professionals, skilled and experienced in their respective calling and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise, and
  - b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works including key engineer professionals as detailed in the tender document.
  - c) Employees covered under (a) and (b) may have to be provided with identity cards as specified by the engineer.
- (2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Work any person employed by the Contractor in or about the execution or maintenance of the Works who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

#### 16. SETTING-OUT

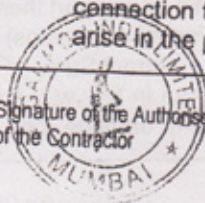
The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances/and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on

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being required to do so by the Engineer or the Engineer's Representative, shall at his own cost, rectify such error to the satisfaction of the Engineer or the Engineer's Representative, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the expense of rectifying the same shall be at the discretion of the Employer. The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and reserve all bench-marks, sight rails pegs and other things used in setting out the Works. However, the contractor may also verify those things before the start of the work and shall get revised approval as to correctness.

#### 17. WATCHING AND LIGHTING

The contractor shall in connection with the works provide and maintain at his own cost all light, guards, fencing, as and when/where necessary or as required by the Engineer or the Engineer's Representative, for the protection of the works, or for the safety and convenience of the existing plant, contractor's employees, employees supervisor or for any other reason deemed fit by the Engineer. This arrangement shall be by security staff with arms and reasonable strength day and night.

18. (i) **Care of works** - From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works, pursuant to Clause 47 hereof, the Contractor shall take full responsibility for the care thereof. Provided that the Contractor shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the period to Maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in sub-clause (ii) of this Clause, while the Contractor shall be responsible for the care thereof the Contractor shall, at his own cost, repair and make good the same, so that at completion the permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provisions of Clause 58 hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding works or complying with his obligations under Clause 48 or 49 hereof.
- (ii) **Excepted Risks** - The "excepted risks" are war, hostilities, invasion, act of foreign enemies, rebellion, revolution insurrection or military or usurped power, civil war or unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of his workers, riot commotion or use or occupation by the Employer of any part of the Permanent Works or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds, or any such operation of the force of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively referred to as "the excepted risks."

#### 19. INSURANCE OF WORKS, ETC.

**Contractor's Liabilities & Insurance (CAR Policy):** From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof.

The policy so obtained shall cover entire period of construction (including all extensions) and also shall cover the Defects Liability period. The policy shall be for the total Contract Sum.

Before commencing execution of the Work, the Contractors shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury

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which may occur to any property (Private, Government and/or Corporal Authority) or to any person (including any employee of the Development Authority) out of the contract.

Contractor's All Risk insurances (CAR Policy) to be affected by the Contractors and contractors shall be taken.

If the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor, in favour of the Development Authority; provided, however, if any amount is payable under the policy by the insurers in respect of Works other than the Works under this Contract, the same may be recovered by the Contractor directly from the insurers. The amount of claim to the extent payment made by Development Authority shall be directly reimbursed to Development Authority by insurer.

PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Where a Development Authority's Building or part thereof is rented by the Contractor or is allowed to be used by him, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer shall be final and binding.

The Contractor shall indemnify and keep indemnified the Development Authority against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to the Development Authority, against any compensation or damage caused by the Excepted Risks

The Contractor shall at all times indemnify the Development Authority against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, the Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act, 1961 or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any Workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury have resulted from any act of the Development Authority, their agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

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

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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.

20. (1) **Damage to persons and property** – The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution, operation and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to :
- The permanent use or occupation of land by the Works or any part thereof.
  - The right of the Employer to execute the Works or any part thereof on over under, in or through any land.
  - Injuries or damage to persons or property which are the unavoidable result of the execution, operation or maintenance of the Works in accordance with the Contract.
  - Injuries or damages to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury .
- (2) **Indemnity of Employer** – The Contractor shall indemnify the Employer against all claims, proceedings, damages, costs charges and expenses in respect of the matters referred to in the provision to sub-clause (1) of this Clause.
- (3) **Indemnity Bond:** The contractor shall require executing an Indemnity Bond for satisfactory performance of the entire project on Stamp paper of Rs. 100/- in the format as per Appendix-V of this Section. This Indemnity Bond shall remain in force for period mentioned in Schedule 'A' as Defect Liability Period after completion of the project.
21. (1) **Third Party Insurance** – Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, or to any person, including any employee of the Employer, by or arising out to the execution of the Works or in the carrying out of the Contract, otherwise than due to the matters referred to this Clause.
- (2) **Minimum Amount of third party insurance** – Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount stated in the Tender. The Contractor shall, whenever required, produce to the Engineer or the Engineer's Representative the policy or policies or insurance and the receipts for payment of the current premium. However, the tenderer should insure for an amount commensurate with the risk involved subject to the minimum amount prescribed elsewhere in the Tender. Minimum amount will be 1% of the cost.
- (3) **Provision to indemnify Employer** – The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Employer, the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.
22. (1) **Accident or injury to Workmen** – The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any

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accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents, or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- (2) **Insurance Against Accident, etc., to workmen** – The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any person is employed by him on the works and shall, when required, produce to the Engineer or the Engineer's Representative such policy of insurance and the receipts for payment of the current premium. Provided always that, in respect of any person employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer when required, such policy of insurance and the receipt for the payment of the current premium.
- (3) **Notification to insurer** – It shall be the duty of the Contractor to notify the insurers under any of the insurance referred to in Clause 19, 21 and 22 hereof any matter or count which by the terms of such insurance are required to be notified and the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.
- (4) **All Insurances at Contractor's cost** – The insurances referred to in Clause 19, 21 and 22 hereof shall be entirely at the cost and expenses of the Contractor and be included within his rates.

### 23. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force the insurance referred to in Clause 19, 21 and 22 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums including fines as may be necessary for that purpose and from time to time and deduct double the amount so paid by the employer as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

24. (1) **Giving of Notices and Payment of Fees** – The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, ordinance, or other law, or any rules regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.
- (2) **Compliance with Statutes, Regulations, etc.** – The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the Rules, regulations or bye-laws or any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties, fines and liability of every kind for breach of any such Statute, ordinance of Law, regulation of bye law.

### 25. FOSSILS, ETC.

All fossils, coins articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer.

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## 26. PATENT RIGHTS AND ROYALTIES

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent, rights, design Trade mark or name or other protected right in respect of any Constructional Plant, machine works, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensations, if any, for getting stone, sand, gravel, clay or other materials or equipment required for the works or any of them.

## 27. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the existing plant workers, member of the public, or the access to use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of the Employer or of any other person or local authority.

28. (1) **Extraordinary Traffic** – The Contractor shall use every reasonable means to prevent any of the highways, railways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of this sub-contractors and shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways, railways and bridges.
- (2) **Special Loads** – Should it be found necessary for the Contractor to move one or more loads of Constructional plant, machinery or pre-constructed units or parts of units of work over part of a highway, railway or bridge, the moving whereof is likely to damage any highway, railway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway, railway or bridge give notice to the Engineer or Engineer's Representative or the local authority of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway, railway or bridge. Such proposals, including any modifications thereto that the Engineer or the local authority may require, shall be carried out by the Contractor at his own cost and expenses.
- (3) **Settlement of Extraordinary Traffic Claims** – If during the Carrying out of the Works damage or injury to railways, railway or bridge occurs due to moving of one or more loads of Constructional Plant machinery or pre-constructed units or parts of units of work, the Employer shall conduct the necessary investigation for the purpose of determining the Contractor's liability. If the damage is due to failure on the part of the Contractor to observe and perform his obligations under sub-clause (1) and (2) of this Clause then the restoration/repair of the damaged portion of road or structure certified by the Engineer or local authority to be due to such failure shall be undertaken by or be chargeable against the Contractor.
- (4) **Water-borne Traffic** – Where the nature of the Works is such as to require the use by the Contractor of water-borne transport the foregoing provisions of this Clause shall be construed as though "highway" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.
29. (a) **Opportunities for other contractors** - The Contractor shall in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the

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workmen of the employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If, however, the Contractor shall, on the written request of the Engineer or the Engineer's Representative, make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature, the Employer shall pay to the Contractor in respect of such use or service such sum or sums if at all shall, in the opinion of the Engineer, be reasonable.

**30. CONTRACTOR TO KEEP SITE CLEAR**

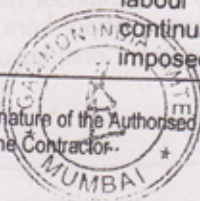
During the progress of the Works the Contractor shall keep the site reasonable free from all necessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

**31. CLEARANCE OF SITE ON COMPLETION**

On the 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, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

**32. LABOUR**

- (1) **Engagement of labour** – The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.
- (2) **Supply of Water** – The Contractor shall, so far as is reasonably practicable having regard to local conditions, provide on the site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.
- (3) **Alcoholic Liquor or Drugs** – The Contractor or his workmen shall not consume or sale or gift or be under the influence of any drug/narcotics or Alcoholic liquor within the vicinity of the Construction site.
- (4) **Arms and Ammunition** – The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
- (5) **Festivals and Religious Customs** – The Contractor shall in all dealing with labour in his employment have due regard to all recognized festivals days of rest and religious or other customs.
- (6) **Epidemic** – In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- (7) **Disorderly Conduct etc.** – The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees or workers and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- (8) **Compliance with Laws, regulation etc. Relating to labour** – In respect of the engagement, employment, transport, payment, feeding, housing and working conditions of labour and all matters connected there with the Contractor shall at all times during the continuance of the Contract, comply in all respects with and carry out all obligations imposed on him by the provisions and requirements of the following statutes.



- (a) The Apprentices Act and Rules and Regulations issued there under from time to time.
- (b) The Contract Labour (Regulation and abolition) Act under Govt. of Assam Contract Labour Regulation and Abolition Rules from time to time.
- (c) The Payment of Wages Act, the Minimum Wages Act, the Employees Liability Act, the Industrial Disputes Act, the Maternity Benefits Act, and the Employees State Insurance Act including modifications thereto the Rules and Regulations framed there under from time to time.
- (d) Other existing National or State Statute, Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable, including any such Law, Regulation or Order that may be passed or ordered from time to time and come into force during the tenure of the Contract.
- (9) **Employees Provident Fund** – The Contractor shall comply with the provisions of the relevant Employees Provident Fund Act or Rules in force in the State along with the provisions of all rules and Regulations made there under from time to time, and shall in particular be responsible for the payment of all contributions as laid down under the Act/Rules.
- (10) **Trade union rights** – The Contractor shall recognize the freedom of all workmen employed by him in and for performance of the Contract to be members of registered Trade Unions and shall not in any manner prevent or discourage any such workman from becoming a member of a registered Trade Union or discriminate against any workmen who is a member of a registered Trade Union.
- (11) **Local Labour** – As far as possible local labour shall be engaged as unskilled labour.
- (12) **Fair Wages** – The Contractor shall in respect of all workmen employed by him in and for the performance of the Contract pay rates of wages and observe the conditions of employment not less favourable than those provided under the relevant labour law as applicable to the State.
- (13) **Medical Attendance** – The Contractor shall provide, to the satisfaction of the Government or Local Authorities Concerned, adequate medical attendance for his employees and labour.
- (14) **Report or Accident** – The Contractor shall, immediately after the occurrence of any accident at or about the site or in connection with the execution of the Work, report such an accident to the Engineer. The Contractor shall also report such accident to the competent authority whenever such a report is required by law.
- (15) **Report required by Labour Commissioner** – The Contractor shall submit, at the request of the Labour Commissioner or of the Assistant Commissioner of the State such returns as may be called for from time to time in respect of labour employed by the Contractor and by his subcontractors in the execution of the Contract. If so required, the names and address of all subcontractors shall be furnished by the Contractor to the Labour Commissioner. Statutory provisions in this regards are to be also complied with.
- (16) The Contractor shall be responsible for observance by his subcontractor of all the foregoing provision of sub-clause (1) to (15) of this Clause and Clause 33

### 33. RETURNS OF LABOUR ETC.

The Contractor shall, if required by the Engineer, deliver to the Engineer's Representative, or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer's Representative may require.

Signature of the Authorised Person  
of the Contractor

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Chief Executive Officer  
Guwahati Metropolitan Development Authority



Chief Executive Officer  
Guwahati Metropolitan Development Authority

**34. MATERIALS AND WORKMANSHIP**

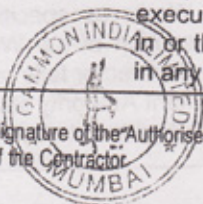
- (1) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples or materials before incorporation in the Works for testing as may be selected and required by the Engineer, be it at site or at the manufacturer/Vendors premises or elsewhere.
- (2) **Cost of samples** – All samples of materials as may be required by the Engineer shall be furnished by the Contractor at the cost and expense of the Contractor.
- (3) **Cost of Tests** – The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Contract and in the cases only of a test under load or of a test to ascertain whether the design of any furnished or partially finished work in appropriate for the purpose which it was intended to fulfil, is particularized in the Contract in sufficient detail to enable to Contractor to price or allow for the same in his Tender.
- (4) **Cost of Tests not provided for, etc.** – If any test is ordered by the Engineer which is either.
  - a) not so intended by or provided for, or
  - b) (in the cases above mentioned) is not so particularized, or
  - c) though so intended or provided for is ordered by the Engineer to be carried out by an independent person or organization at any place other than the Site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the Contractor, if the tests shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Engineer's instructions, but otherwise the cost shall be borne by the Employer.

**35. INSPECTION OF OPERATIONS**

The Engineer and any person authorized by him shall at all times have access to the Works and to all workshops stores and places where work is being prepared or from where material, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

- 36. (1) **Examination of work before covering up** – No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative where any such work or foundations is or are ready or about to be ready for examinations and the Engineer's Representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examine such foundations.
- (2) **Uncovering and making openings** – The Contractor shall uncover any part or parts of the Works or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been recovered up or put out of view after compliance with the requirement of sub-clause (1) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

Signature of the Authorized Person  
of the Contractor



Chief Executive Officer  
Guwahati Metropolitan Development Authority

*[Handwritten Signature]*  
Chief Executive Officer  
Guwahati Metropolitan Dev. Authority