
**ENGINEERING CELL OF SKILLS, LABOUR, EMPLOYMENT AND
ENTREPRENEURSHIP DEPARTMENT
GOVERNMENT OF MANIPUR.
NOTICE INVITING TENDER**

Tenders in the prescribed form are hereby invited on behalf of the Engineering cell of Skills, Labour, Employment and Entrepreneurship Department for Construction of
SH: _____

1. Estimated Cost: Rs. _____
2. Contract document consisting of the detailed plans, complete specification, the schedule of quantities of the various classes of work to be done and the set of conditions of contract to be compiled with by the person whose tenders may be accepted will also be bound printed in the form of tenders, can be seen/purchased at EE's Office between the hours of 11 A.M and 4 P.M. every day, except on Sunday, Second Saturday and Public holidays.
2. A. The site for the work is available.
3. Tender which should always be placed in sealed covers, with the name of work written on the envelopes will be received by the Executive Engineer upto onand will be opened by him in on the same day.
4. Tender are to be on P.W.D form No.8 which can be obtained from the office of Executive Engineer concerned on payment of a sum of Rs...../- in cash. The time allowed for the carrying out of work will be 12 month from the tenth day after the date of written orders to commence work.
5. The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
6. when a contractor signs a tender in an Indian language, the percentage above or below and the tendered amount in the case of P.W.D. form No.7 and the total amount tendered in the case of P.W.D form Nos. 8 and 12, should also be written in the same language. In the case of illiterate contractors the rate & the amounts tendered should be attested by a witness.
7. Issue of tender form will be stopped two days before the date fixed for the opening of tenders.
8. Earnest money, amounting to Rs...../- unless exempted in Receipted Challan/Deposit Call Receipt of a Schedule bank guaranteed by the Reserve Bank of India must accompany each tender and each tender is to be in a scaled cover super scribed tender for the above addressed to the Executive Engineer, Engineering Cell-SLEE.
8. A. The contractor whose tender is accepted shall execute an agreement on Rs 100/- stamp paper reiterating his acceptance of this execution of work on this item rate and condition as set in the contract documents.
9. The contractor, whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, each sum as will amount.
Security deposit shall be deducted @ 5% subject to maximum limit of Rs. 1 lakh. The security deposit shall be refunded immediately after the expiry of maintenance period as

stipulated in the agreement or after the final bill has been prepared and passed for payment whichever is later.

The Security deposit will be collected by deductions from the running bills of the contractor at mentioned above and the nearest money if deposit in cash at the time of tender, will be treated as a part of the Security Deposit. The Security, fixed Deposit Receipt and Guarantee Bonds of Scheduled Bank, State Bank of India will also be accepted for this purpose provided confirmatory advice is forthcoming from the Reserve Bank of India.

10. The acceptance of a tender, will rest with the Executive Engineer who does not bind himself to accept to lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors which resort to canvassing will be liable to be rejection.

12. All the rates shall be quoted on the proper form of the tender alone.

13. Item rate tender containing percentage below/above will be summarily rejected.

13. A. (i) It may please the carefully noted that no conditions whatsoever (beyond the tender documents placed below shall be accepted by the dept) and the contractors are strictly prohibited from giving conditional tenders, If any contractor is not prepared to execute the works at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor choose to submit conditional tender, in spite of clear directions given below, his tender shall be liable to be rejected summarily and his full earnest money shall stands forfeited. He will also be liable for being debarred from tendering in Engineering Cell-SLEE for a Period of six months. (ii) The Contractors are invited to offer rebates for the following, but these rebates must also be offered in the form given below. Rebates given in any other form shall be treated as conditional tender and action under para (i) above shall be taken. It should also be noted that the rebates offered in each case shall be subject to a ceiling of 25% of the estimated cost. Tenderer should not offer rebates in excess of the said ceiling. Instead, the reduction could be given directly in the tendered rates. Rebates offered in excess of the above ceiling shall not be taken into account for determining the lowest tender;

1. We offer a rebate of..... % of the estimated cost put to tender for making us monthly payment. This rebate will be applicable separately on each running bill paid to us monthly. It is clearly understood that no monthly bill will be paid if the gross amount of work done in a particular month is less than Rs 25,000/-. In such a case, the rebate will be available in the next running bill.
 2. We offer a rebate of% of the gross amount of all extra and substituted items if the same are sanctioned within 3 months of the date of their occurrence, which shall be taken to be the date of payment of the running bill, in which these items occur for the first time.
 3. We offer a rebate of% of the estimated cost for payment of final bill within 6 months of the date of completion of work (recorded by the dept.) for undisputed items.
 4. We offer a rebate of.....% of the estimated cost for release of our security deposit one months after the expiry of maintenance period as stipulated under clause 17 of condition of contract.
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The rebates offered shall apply on all extra and substituted items also, on a proportionate basis, i.e. on their notional estimated cost which will be worked out in proportion to the estimated cost put to tender and the acceptance tendered amount.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
15. Special care should be taken to write the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figure and in words. In case of figures, the words "Rs. Should be written before the figures of rupees and 'P' after the decimal figures e.g. 'Rs. 2-15 P. and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word only it should invariably be up to decimal places.
16. The Project Director, Engineering Cell-SLEE does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tendered shall be bound to perform the same rate at the rate quoted.
17. GST or any other tax or material in respect of this contract shall be payable by the contractor and Engineering Cell-SLEE will not entertain any claim whatsoever in this respect.
18. The contractor must produce income tax Clearance Certificate on the revised form notified under ministry of finance. O.M No. 221/34/76/II AL dated 21-5-81 circulated under O.M. No. 17829/55 (1) 86- Coord. Dated 28-7-81 before the tender papers can be sold to him.
19. The contractor shall not be permitted to tender for works in the Engineering Cell-SLEE (responsible for award and execution of contracts) in which any of his near relatives is posted as Accountant or as an officer in any capacity between the grades of CE and JE (both inclusive) in the ENGINEERING CELL-SLEE. He shall intimate the names his near relations if any who are working as Group-A or Group-B or Group C officers and JE in Engineering Cell-SLEE. He shall also intimate the names of the person who are working with him in any capacity or who are subsequently employed by him and who are near relatives of any Group-A or Group-B or Group-C Officers of JE in the Engineering Cell-SLEE. Any breach of this condition by the contractor would render him liable to action under clause 2 of the agreement. In addition, he would also be liable to be debarred from tendering in future.
20. The contractor shall be given a list of non/gazetted Engineering Cell-SLEE employees related to him.
21. No Engineer of Gazetted rank or other gazette Officer employed in Engineering or Administrative duties in an Engineering work as a contractor for a period of two years of his retirement from Govt. service/ Engineering Cell-SLEE. This Contract is liable to be cancelled if either the contractor or any of his employees are found at any time to be such a person who had not obtained the permission of the Govt. of India/ Engineering Cell-SLEE as aforesaid before submission of the tender or engagement in the contractor's service. The Engineering Dept. of Govt. of India includes the Engineering Dept. of CPWD, Railway, C.W. & P.C. & P & T.
22. The tender for works shall remain open for acceptance for a period ninety days from the date of opening of tenders. If any tenderer withdraw his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Dept, then the Engineering Cell-SLEE .., shall, without prejudice to other right or remedy be at liberty to forfeit the entire amount of the earnest money absolutely.

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23. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who has/have tendered for the same work, failure to observe this condition would render the contractors/tenderer as well as witnessing the tender liable to summarily rejection.
 24. Approved and eligible contractors of PWD and those of appropriate class of Engineering Cell-SLEE, M.E.S and P& T are also eligible to tender.
 25. The contractors exempted from payment of Earnest Money/Security deposit in individual cases should attach with the tender and attested copy of the Engineer Member’s letter exempting them from the payment of Earnest Money/Earnest Money and security deposit and should produce the original whenever called upon to do so.
 26. While quoting the rate in schedule of quantities the word only should be written closely, following the amount and it should not be written in the next line,
 27. The tender for the composite work include the building portion, sanitary water supply and drainage works.
 28. Deleted.
 29. The contractor shall submit list of works which are in hand (Progress).
 30. The tenderer shall inspect and study the drgs. Referred to in the tender documents in the office of the Executive engineer before and for the purpose submitting the tender.
 31. The Contractor should quote his rates only in one language i.e. either in Hindi or English, Rates should be quoted in figures as well as in words. In case a contractor has quoted rates in both the languages and the rates so quoted differ or the rates quoted in words and figures differ, then the lowest rates quoted by the contractor shall be treated as the rates quoted by the contractor.

Signature of.....
Executive Engineer

For and on behalf of.....

Forwarded to:

1. The all AEs, Engineering Cell-SLEE Dept.
2. Accountant, Engineering Cell-SLEE Dept.

Executive Engineer
Engineering Cell-SLEE

Name of _____
Contractor _____
Date of _____ Cost of Tender Rs. _____
application & receipt _____
Tender issued on _____

Executive Engineer

ENGINEERING CELL OF SKILLS, LABOUR, EMPLOYMENT AND
ENTREPRENEURSHIP DEPARTMENT

ITEM RATE TENDER & CONTRACT FOR WORKS:

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the by the Divisional Officer.
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the works; also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills, copies of the specifications, design and drawings and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractor at the office of Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and it must disclose that the firm is duly registered under Indian Partnership Act.
3. Receipts for payment made on account of a work, when executed by a firm, must also be signed by the several partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating what rate he is willing to undertake each item of work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the works to which they refer written outside the envelopes.
4A. The rate(s) and/or amount(s) must be quoted in decimal coinage.
5. The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. . In the event of being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule
1. In the event of being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders, will not be bound to accept the lowest tender.
7. The receipt of an account or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the Executive Engineer and the contractors shall be responsible for seeing that he procures a receipt signed by the Executive Engineer or a duly authorized Cashier.

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8. The memorandum of work tendered for and the schedule of materials to be supplied by the Engineering cell of Skills, Labour, Employment and Entrepreneurship Department and their issue rate shall be filled in and completed in the office of Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
 9. The tenderer shall sign a declaration under the official secret act for maintaining secrecy of the tender documents, drawings or any other records connected with the work given to them.

The unsuccessful tenderers shall return all the drawings issued to them.

DECLARATION

I/We hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any persons other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudice to the safety of the same.

ITEM RATE TENDER FOR WORKS

I/We hereby tender for the execution for the chairman, ENGINEERING CELL-SLEE of work specified underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1. Here the of and in clause 11 of the conditions of contract and with such materials as are provided for, by, and in all respects in accordance with, such conditions so far as applicable.

MEMORANDUM

- (a) General description: _____
Name of works: _____

SUB-HEAD:

- (b) Estimated Cost: (c) Earnest Money:
(d) Security deposits will be at uniform rate of 10% of the estimated cost put to tender may be adopted subject to a maximum of Rs. 1 lakh (One Lakh).

The security deposit will be collected by deductions from the running bills of the contractors at the rates mentioned above and earnest money, if deposit in cash at the time of tender will be treated as part of security deposit. The security deposit will also be accepted in the following form.

1. Cash
 2. Promissory notes and stock certificate of Central Govt. or State Government.
 3. As applicable, Post Office Cash Certificates, National Saving Certificates, Treasury Saving Certificates, National Plan Saving Certificates.
 4. Post Office Saving Bank Passbook.
 5. Municipal Debentures or Port Trust Bonds.
 6. Deposit Receipts of recognised Bank approved by Govt. for this purpose.
- (e) Time allowed for the work from the 10th day after the date written order to commence shall be 18 months.

Should this tender be accepted, in whole or in part I/We hereby agree (i) to abide by and fulfil all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in Notice Inviting Tenders so far applicable,

and/or his Successors in Office, the sum of money mentioned in the said conditions. A sum of Rs. 20,000/- (Rs. Twenty Thousand Only) is hereby forwarded in cash/DD of a Scheduled Bank guaranteed by the Reserved Bank of India drawn in favour of Executive Engineer as earnest money.

If I/We fail to commence the work specified in the above memorandum I/We agree that the said Project Director ENGINEERING CELL-SLEE or his Successors in office shall without prejudice or any other right or remedy be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit mentioned against Clause (d) of the above mentioned Memorandum to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto a maximum of 20% at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in clause 12A of the tender form.

EXEMPTION FROM THE PAYMENT OF EARNEST MONEY

** I/We have already furnished security to Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department in lieu of earnest money and have deposited with Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department, Imphal a lump sum security of Rs. 5,000/-, Rs. 7,500/-, Rs. 20,000/-, as earnest money in individual cases and I/We therefore, claim exemption in terms of bond executed by me/us and bearing No.....dated the.....day of.....against the necessity of depositing Earnest Money in respect of the above tender for the work.

I/We agree that should I/We fail to commence the work specified in the above memorandum an amount equal to the amount of the Earnest Money mentioned in the form of invitation of Tender shall be absolutely forfeited to the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department and the same may at the option of Project Director, Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department be recovered out of the

deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other moneys due to me/us or otherwise.

** I/We have already furnished Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department a lump sum security of Rs. 3 lakhs in lieu of the security amount to be deducted from my/our running bills in individual cases and have deposited that amount with the ENGINEERING CELL-SLEE, Imphal and I/We therefore claim exemption in terms of bond executed by me/us and hearing No.....dated the.....day ofagainst the necessity of depositing security money in respect of the above tender for work.

Dated the.....day of.....20.....

Signature of Contractor before submission of tender

Witness.....

Address.....

Signature of witness of contractor's signature

Occupation.....

The above tender for the sum of Rs..... (Rupees.....only) is hereby accepted by me.....

Executive Engineer..... Division..... on behalf of the Engineering Cell Of Skills, Labour, Employment And Entrepreneurship Department Dated the.....day of.....20.....

Signature ofEngineer

CONDITIONS OF CONTRACT

Definitions:

(1) The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions, issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(2) In the contract the following expressions shall thereof unless the context otherwise requires, have the meaning hereby respectively assigned to them:

(a) The expression 'Works' or 'Work' shall thereof unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

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- (b) The 'Site' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (c) The 'Contractor' shall mean the individual or firm or company whether in corporate or not undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company or the successors of such firms or company and the permitted assignee of such individual or firms or company.
- (d) The 'Authority' or 'ENGINEERING CELL-SLEE' means Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department.
- (e) The Engineer-in-Charge means the Executive Engineers who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department.
- (f) 'Government' or 'Government of Manipur shall mean the Project Director Engineering Cell Of Skills, Labour, Employment And Entrepreneurship Department of Imphal.
- (g) The Term 'Chief Engineer' means Consulting Engineer Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department. Words imparting the singular number include the plural number and Vice-Versa.

CLAUSE 1:

The person/persons, whose tender(s) may be accepted (herein after called the contractor) shall permit ENGINEERING CELL-SLEE at the time of making any payment to him for work done under the contract to deduct such sum/sums as along with the sum already deposited as earnest money will amount.

Security deposit is to be deducted at a uniform rate of 10% subject to maximum limit of one lakhs.

Such deductions are to be held by ENGINEERING CELL-SLEE by way of Security Deposit provided always that the authority for this purpose shall be entitle to recover such sum/sums from the running bills as aforesaid till the balance of the amount of Security Deposit is realized. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by ENGINEERING CELL-SLEE on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department executed or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India), or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Engineering Cell of Skills, Labour, Employment

and Entrepreneurship Department as part to make payment against the said fixed deposit receipt, The loss caused there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department to make good the deficit. The Security Deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated apart of the Security Deposit.

Note (1) Government papers tendered as security will be taken @5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be as certained by Executive Engineer at the time of collection of interest and the amount of interest to the extent of deficit in value of the Government paper will be with held if necessary.

Note (2) Government securities will include all forms of securities mentioned in rule 274 of the G.F.R. except fidelity Bonds. This will be subject to the observance of the conditions mentioned under this rule against each form of security.

CLAUSE 2:

The time allowed for carrying out the work as entered in the tendered shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be opened on the Tenth Day after the date on which the order to commence the work is issued to contractor the works shall throughout the stipulated period of the contract to be proceeded with all due diligence an the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Executive Engineer Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole works as shown in the tender, for every day that the work remains un commenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (safe for special jobs) to complete one-eight of the whole work before one fourth of the whole time allowed under the contract has elapsed; three-eight of the work, before one half of such time has elapsed and three fourth of work before three fourth of such time as elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer-in-charge, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall liable to pay a compensation an amount equal to one percent or such smaller amount as the Executive Engineer Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provided always that the entire amount of compensation to be paid under the provision of this Clause shall not exceed ten percent, on the estimated cost of the work as shown in the tender.

CLAUSE 3:

The Engineer-in-Charge may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of contract and without prejudice to any right of remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

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- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective-work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements of such notice for period of seven days thereafter or, if the contractor shall delay or suspend the execution of the work so that entire in the judgement of the Engineer-incharge (which shall be final and binding), he will be unable to secure completion of the works by the date for completion or he has already failed to complete the work by that day.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if the receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitled the court or the creditor to appoint a receiver or a manager any of our which entitle the court to make a winding up order.
- (iii) If the contractor commits any breach of the terms and conditions of this contract.
- (iv) If the contractor commit any acts mentioned in clause 21 hereof when the contractor has made himself liable for action under any of the cases aforesaid the Engineer-in-charge on behalf of the ENGINEERING CELL-SLEE shall have powers:
- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Security Deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the ENGINEERING CELL-SLEE.
- (b) The employ labour paid by the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in- charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in same manner and at same rates as if it had been carried out by the contractor under terms of his contract. The certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always the action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Authority are less then the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part, there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer- in- charge shall be final and conclusive) shall be done and paid by the original contractor and may be deducted from any money due to him by Manipur State Cooperative Unin Technical engineering Cell under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales there of or sufficient part thereof as the case may be.
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In the event of anyone of the more of the above courses being adopted by the Engineer-In-Charge, the contractor shall have no claim to compensation to loss sustained by him by reasons by his having purchased or procured any material or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is take under any of the provision aforesaid the contract shall not be entitled to recover or be paid any some for any work thereto for actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and the value payable. In respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 4:

Contractor to remain liable to pay compensation if no action taken under clause 3. Powers to take possession of or require removal of or sell contract's plants.

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 here of, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions here of and such power shall not withstanding be exercisable in the even of any feature case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final) use as on higher (the amount of the higher money being also shall be final) use as on higher (the amount of the higher money being also in the final determination of the Engineer-in-charge) all or any tools, plants, materials and stores, in or upon the works, or the site there of belonging to the contractor or procured by the contractor an intended to be used for the execution of those work or any part there of paying or allowing for the same in account at the contract rates or in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge by notice in writing may order the contractor or his clerk of the works, foremen or other authorized agent to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private see on account of the contractor and at his risk in all respects and the certificate f the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 5:

Extension of time.

If the contractor shall desire and extension of time for completion of work on the grounds of his having been unavoidable hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge within 30 days of the date of hindrance on account of which he desires such extension aforesaid and the Engineer-in-Charge shall if in his opinion (which shall be final) reasonable grounds be shown therefor authorize such extension of time if any, as may, in his opinion be necessary or proper.

CLAUSE 6:

Completion certificate

Within 10 days of the completion of the work the contractor shall give notice of Such a completion to the Engineer-in-Charge and within 10 days of the receipt of the such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, he shall furnish the contractor with a certificate of completion, otherwise a provisional certificate indicating defect (a) to be Rectify by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise, shall be issued not removed from the premises on which the work shall be executed all scaffolding surplus materials, rubbish and all huts and sanitary arrangement required for his/their work people on the site in connection with the execution of the work shall have been erected or constructed by the contractor(s) and cleaned of the dirt from all wood work, doors windows, walls, floors or other parts of any building in upon or about which work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in Charge. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding. surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work the Engineer-inCharge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc, and disposed of same as he think fit and clean of such dirt as aforesaid and the contractor shall have claim in respect of any such scaffolding or surplus materials as aforesaid accept for any sum actually realized by the sale thereof.

CLAUSE 6A:

Where the annual repairs and maintenance work is carried out, the splashes and dropping from white washing, colour washing, painting etc. on walls, doors, roofs, windows etc. shall be removed and the surface cleaned simultaneously with completion of these items of work in the individual rooms, quarters or premises etc. when the work is done without waiting for the actual completion of the other items of work in the contract. In case the contractor fails to comply with the requirements of the clause the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action the Engineer-in-Charge shall give two days notice in 'writing to the contractor.

CLUASE 6B:

The contractor shall submit completion plant as required vide General specification for electrical works (part I Internal) 1972 and (part II External) 1974 as applicable within thirty days of the completion of work.

In case the contractor fails to submitted the completion plan as aforesaid he shall be liable to pay a sum equivalent to 2.5 % of the value of the work subject to ceiling of Rs 2500/- (Two thousand five hundred only) as may be fixed by the Executive Engineer concerned whose decision shall be final and biding on the contractor.

CLAUSE 7:

No payment shall be made for a work estimated to cost rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than Rs. Five thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment prop6rtionate to the part thereof then executed to the satisfaction of the Engineer-in-Charge, whose certificate of the sum so payable shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and

imperfect or unskilled work to be removed and taken away and reconstructed, or effected or be considered as an admission of the due performance of the contract, or any part thereof, in any respect or the accrual of any claims, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way carry or affect the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payment shall be made with in three months with amount of the contract plus that of additional items is up to Rs. 2 lacs and in 6 months if the same exceeds Rs. 2 lacs of the submission of such bill. If there shall be any dispute about any items of the work than the undisputed items or items only shall be paid within the said period of three months or six months or as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Wherever there is likely to be delay in recording detailed measurement for making running payments in the case of residential building, advance payment without detailed measurements for works done (other than foundation and finishing items) upto (a) lintel level (including sun shade etc.) and (b) slab level, for each floor, worked out at 75% of the tendered rates may be made in running accounts bill by the Engineer-in-Charge at his discretion on the basis of certificate from the Assistant Engineer to the effect that the work has been completed upto the level in question.

The advance payment so allowed shall be adjusted in the subsequent running bill by taking detailed measurement thereof. Final payment shall be made only on the basis of detailed measurements.

BILL TO BE SUBMITTED MONTHLY CLAUSE 8:

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible before the expiry of ten days from the presentation on the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute with in seven days of the date fixed as aforesaid, as subordinate to measure up this said work in presence of the contractor whose counter signature to measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list.

CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTIONS, TO THE MEASUREMENTS RECORDED BY AUTHORITY

CLAUSE 8A:

Before taking any measurement of any work as has been referred to in Clause Contractor to 6, 7 and 8 hereof the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice or fails to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge or by the subordinate deputed by him as the case

may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

BILL TO ON PRINTED FORMS CLAUSE 9:

The contractor shall submit all bills on the printed forms, to be had on application at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at rates specified in the tender or in the case of any extra work orders in pursuance of these conditions and not mentioned provided for in the tender at the rates herein after provided for such work.

PAYMENT OF CONTRACTOR BILLS TO BANKS CLAUSE 9A:

Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him provided that the contractor furnishes to Engineer-in-Charge (1) an authorization in the form of a legally valid documents such as a power of attorney conforming authority on the bank to receive payment and (2) his own acceptance of the correctness of amount made out as being due to him by Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department. Or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in-Charge of the amount of claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment of contractor should, wherever possible, present his bill duly accepted and discharged through his bankers.

Nothing herein contained shall operate credit in favour of the bank any rights or equalities visa-vise the authority.

CLAUSE 10:

Stores supplied by Engineering Cell Of Skills, Labour, Employment And Entrepreneurship Department 1 If the specification or schedule or items provides for the use of any special description of materials to be supplied from Engineer-in-Charge or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied, such materials and stores, as are from time to time required to be used by him for the purpose of the contract only, and the value of the full quantity of material and stores so supplied at the rates specified in the said schedule of materials may be set offer deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof if the same is held in Govt Securities, the same of a sufficient for portion thereof being in this cases sold for the purpose. Notwithstanding anything to contrary contained. If in any other clause of the contract and (or the CPWD code) or stores /materials

so supplied to the contractor or procured with the assistance of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department and the contractor shall be trusty of the store/materials and the Said/materials shall not be removed/disposed from the site of work on any account and shall be at on time open to inspections by the Engineer-in-Charge, any such store materials remaining unused shall be returned to the Engineer-in-Charge at the place directed by him if a notice he shall so required, but in case it is decided not to take back the store/materials the contractor shall have not claim for compensation on any account of suppliers to him as aforesaid and not used by him or for any wastages in or damage to in such stores materials.

On being required to return the store materials the contractor shall handle over the store materializing being paid or credited such price as the Engineer-in-charge shall determine, having due regard to the condition of the store/materials. The price allowed to the contractor, however

shall not exceed the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive, in the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to account for contravention of the terms of the license or permit and/or criminal breach of trust be liable to Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department for all advantage of profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damage on account of delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the ENGINEERING CELL-SLEE within the schedule time of completion of the work plus 50% thereof (Schedule time plus 6 months if the time of 12 months) but if a part only of the materials has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period for the completion of the rest of the work contractor shall be entitled to such extension of the times as may be determined by the Engineer-in-Charge whose decision in this regard shall be final.

CLAUSE 10A:

The Engineer-in-Charge shall have full powers to acquire the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may arise, due to such removal and substitution are to be borne by the contractor.

CLAUSE 10B:

The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge shall be entitled to be paid during the progress of the execution of the work upto 75% of estimated value of any materials which are in opinion of the Engineer-in-Charge nonperishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

CLAUSE 10CC:

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with Clauses 10 & 34 thereof) and/or wages of labors required for execution of the work increases, the contractor shall be compensated for such increases as per provisions detailed below and the amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validity extended under the provision of clause 5 of the contract without any action under clause 2 and also subject to the condition that no such compensation shall be payable for a work for which

the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of materials and labour, when due shall be worked

out based on the following provisions:-

1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.
2. The cost of work which the escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running or final, and from this amount the value of materials supplied under clause 10 of this contract, or services rendered at fixed charges as per clause 34 of this contract and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation is worked out in the case of materials brought to site which are secured advance is included in the bill the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made under clause 12 or 12 (a) at prevailing market rate.
3. Components of materials, labour, P.O.L., etc. shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers and the decision of the Engineer-in-Charge in working out such percentages shall be binding on the contractors.
4. The compensation for escalation for materials, labour and POL shall be worked as per the formula given below.

$$(i) V_M = \frac{W \times X}{100} \times \frac{(M_1 - M_{10})}{M_{10}}$$

V_M = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done worked out as indicated in sub-para 2 above

X = Component of materials expressed as percent of the total value of work,

M_1 & M_{10} = All India Wholesale price index for all commodities for the period under consideration as published by the Economic Advisor to Government of Manipur, Ministry of Industry and Commerce for period under consideration and that valid at the time of receipt of tenders, respectively.

$$(ii) V_L = \frac{W \times Y}{100} \times \frac{(L_1 - L_{10})}{L_{10}}$$

V_L = Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done worked out as indicated in sub-para above.

Y = Components of labour expressed as percent to the total value of the work.

L_1 & L_{10} = Consumer price Index for industrial labour (All India) declared by labour Bureau, Govt of India applicable for the period under consideration, and that valid at the time of receipt of tenders, respectively.

$$(iii) V_F = \frac{W \times Z}{100} \times \frac{(F_1 - F_{10})}{F_{10}}$$

VF = Variation in cost of fuel, oil and lubricants, increase or decrease in the amount in rupees to be paid or recovered

W = Value of work done worked out as indicated in sub-para (ii) above.

Z = Components of POL expressed as percent of the total value of the work as indicated under the special conditions of contract.

F₁ & F₁₀ = Average Index number of whole sale price for groups (fuel,power,light,lubricants) as published weekly by the Economic Advisor to Government of Manipur, Ministry of Industry and Commerce for the period under reckoning, that valid at the time of receipt of tenders, respectively.

5. The following principles shall be followed while working out the indices mentioned in para 4 above.

(a) The Index revelent for any month will be arithmetical average of the indices revelent to the three calander months proceeding the month in question.

(b) The base Index will be one relating to the month in which the tender was stipulated to be received.

(c) The compensation for escalation shall be worked out (at quarterly intervals) and shall be with respect to the cost of work done during the previous three calendar months of the said work. The first such payment shall be made at the end of three months after the month excluding in which the tender was accepted and thereafter at three months interval.

6. In the event of the price of the material and/or wages of labour required far execution of the work decrease/s, there shall be downward adjustment of the cost of the work so that such prices of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein state under this clause 10(cc) shall mutatic mutandis apply, provided that.

(i) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in a case of contracts in which the stipulated period of completion of the work is eighteen months or less.

(ii) The Engineer-in-Charge shall otherwise be entitled to lay down the principles on which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding.

(7) Provided always the previsions of the proceeding clause 10 (C) shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provision of clause 10 (C) will become applicable.

(8) The component of material, labour and POL as indicated in para 3 of sub-clause 10 (CC) have been predetermined as below:

| | | | | | | | | | |
|--------------|--------------|---------|----|------------|-------------|---------|----|-----------|-----|
| (a) Material | Seventy Five | Percent | 75 | (b) Labour | Twenty Five | Percent | 25 | (c) P.O.L | |
| | | | | | | | | X | |
| Total | | Hunderd | | | | | | | 100 |
| | Null | | | Percent | | | | | |

CLAUSE 10D:

The contractor shall treat all materials obtained during Dismantling of a structure in excavation of that site for a work etc. as Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department property and such materials shall be disposed of to the best advantage of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 10E:

The recovery rate of cement is inclusive of cost of Jute or paper bags. The contractor shall have to return atleast 90% of the cement jute bags in serviceable condition to the bag collecting agents. The payment for the cost of the empty bags will be made to the contractor by the bag collecting agents at the prevailing rates D.G.S. & D. The contractor shall get the name of the bag-collecting agents from the Engineer-in-Charge in writing. The contractor must produce the certificate on the printed letter head from the authorized bag-collecting agents as proof for the number of bags returned by him. This certificate must be produced by him while claiming payment against each running bill. The case, the number of serviceable bags returned in less then 90% of the bags issued, compensation at the rate of Re. 1/- per bag returned short of the minimum number shall be recovered from the contractor. The tenderer should send registered intimations to collecting agents of the cement factories for collecting the bags within a specified period of 30 days. If the bag collecting agents fail to turn up within the specified period the contractor shall be at liberty to dispose of the bags by public auction.

CLAUSE 10F:

In case the empty cement bags are required by ENGINEERING CELL-SLEE for bonafied use in work, the Engineer-in-Charge of work shall have the power to collect the bags himself and the contractor shall have to return desired number of empty jute poly bags in serviceable condition to him on the same condition as for bag collecting agents.

WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS; ORDERS, DRAWINGS ETC.

CLAUSE 11:

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner and both as regards materials and otherwise in very respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications and of all such designs, drawing and instructions as are not included in the CPWD compilation entitled “ Specifications for work at Delhi 1977 Volumes I & II with C.S. issued upto the date of receipt of tender or any other printed publication on General Specifications referred to elsewhere in the contract.

ALTERATION IN SPECIFICATION AND DESIGNS CLAUSE

12:

The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions additions, or

substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate' of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25% of such extension so extended shall be allowed to the contractor. The rates for such additional, altered or substituted work under this Clause shall be worked out in accordance with the following provision in their respective order.

(i) If the rates for additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

(ii) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class work as are specified in the contract for the work.

(iii) If the rate for the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot derived from the similar class of work in the contract then such work shall be carried out at the rates entered in the current (PWD Schedule of rates for Manipur) with up to date correction slip or receipt of tender correction slips No. minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

(iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-clause

(i) & (ii) above, then Rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the schedule, of rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of prevailing market rates when the work was done.

(v) If the rate for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge such class of work, supported by the analysis of the rate or rates claimed and the Engineer-in-Charge shall determined the rate or/rates on the basis of prevailing market rates, and pay the contractor accordingly, however the Engineer-in-Charge, by notice in writing, will, be at liberty to cancel his order to carry out such class of work and arranged to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rate of items falling under the clause.

(vi) Except in case of items relating to foundations provisions contained in sub-clause (i) to (v) above shall not apply to contract or substituted, items as individually exceed the percentage set out in the tender documents (referred to herein below as deviation limit) subject to the following restrictions:

(a) The deviation limit refereed to above is the net effect (algebraic. sum) of all additions and deduction ordered;

(b) In no case shall the addition/deductions (arithmetical sum) exceed twice the deviation limit

(c) The deviation ordered on items of any individual trade including in the contract shall not exceed plus/minus 50% of the value of that trade in the contract as a whole or half the deviation limit whichever is less.

(d) The value of addition of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

For the purpose of operation of clause 12(vi) the following work shall be treated as work relating to foundations:

(a) For building plinth level or 1.2 meters above ground level whichever is lower excluding item of flooring and D.P.C. but including base concrete below the floor.

(b) For abutment piers retaining walls or culvert and bridges walls of water reservoirs, the bed or floor level.

(c) For retaining walls where floor level is not determined 1.2 meter above the average ground level or bed level.

(d) For roads all items of excavations and filling including treatment of sub base and soling work.

(e) For water supply lines, sewer lines, underground storm water drains and similar work, all items of work below ground level except item of pipe work and masonry work.

(f) For open storm water drains all items of work below ground level except item of pipe work except lining of drains.

Note: Individual trade means section into which a schedule of quantities annexed to the agreement has been divided or in absence of any such division the individual section of the C.P.W.D. Schedule of Rates specified above, such as excavation and earth work concrete wood work and joinery etc. The rates of any such work except the item relating to foundation, which is in excess of the deviation limit shall be determined in accordance with the provisions contained in clause 12A.

CLAUSE 12A:

In the case of contract or substituted items or additional which results in exceeding the items laid down in sub-clause (vi) of Clause 12 except the items relating to foundation work which the contractor is required to do under Clause 12 above the contractor shall within 7 days from the receipt or order claim revision of the rates supported by proper analysis in respect of such items for quantity in excess of the deviation limit not with standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause of clause 12 Engineer-in-Charge may revise their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however be at liberty to cancel his order to carry out such increased quantities of work by giving notes in writing to the contractor and arrange to carry it out in such a manner as he may consider advisable but under no circumstance the contractor shall suspend the work on the plea of non settlement of rates of item failing under this clause. All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items or quantities in excess of the deviation limit, notwithstanding the fact that the rates for such item exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding Clause 12, and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

NO COMPENSATION FOR ALTERATION IN OR RESTRICTIONS OF WORK TO BE CARRIED OUT

CLAUSE 13:

If at any time after the commencement of the work the Authority shall for any reason whatsoever not require the whole work or part there of as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claims to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designed and instruction which shall involve any curtailment of the work as originally contemplated.

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**CLAUSE 14:**

If it shall appear to the Engineer-in-Charge or his authorized subordinate in charge of the work or the Chief-Engineer, Additional Chief Engineer, Executive Engineer, Chief Technical Examiner/Technical Examiner of Central Vigilance Commission & Chief Engineer Quality Control ENGINEERING CELL-SLEE or by the officer of the vigilance of the Authority that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution for the work are unsound or of quality inferior to that contracted for or otherwise are not in accordance with the contract, the contractor shall on demand in writing Which shall, be made within 6 months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of not with standing that the same may have been passed certified and paid the forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the materials or articles specified and provide other proper and suitable materials or articles

at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid than the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure. The Engineer-in-Charge may rectify or removed and re-execute the work or remove and replace with other, the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

WORK TO BE OPEN TO INSPECTIONS**CLAUSE 15:**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his authorized, subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or has authorized subordinate to visit the works shall have been given to the contractors either him self be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The work during its progress can also be

inspected by the Chief Technical Examiner/Technical Examiner of the Central Vigilance Commissioner or by Chief Engineer Quality control ENGINEERING CELL-SLEE or by an officer of the Vigilance Cell of the Authority on behalf of the Engineer in-Charge

NOTICE TO BE GIVEN BEFORE IS COVERED UP

CLAUSE 16:

Contractor shall give not less than seven days notice in writing to the Engineer-in-Charge his authorized subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up & place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his authorized subordinate in charge of the work, and the Engineer-in-Charge or his authorized subordinate in charge of the work shall within the aforesaid period of seven days inspect the work, and if any work, shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer-in-Charge' consent being obtained the same shall be uncovered at the contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTION NOTICED WITHIN THE PRESCRIBED MAINTENANCE PERIOD AFTER THE CERTIFICATE

CLAUSE 17:

If the contractor or his working people or servants shall break deface, injure or destroy any part of building in which they may be working or any building, road club, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it being executed or if any damage shall happen to the work while in progress from any cause whatever or If any defect shrinkage or other faults appear in the work within six months (3 months in the case of final or otherwise of its completion). Completion shall have been given by materials or workmanship the contractor shall upon a receipt of a notice in writing or, that behalf make the same good at his own expense, or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time there after may become due to the contractor, or from his security deposit (except for the portion pertaining to asphaltic work, which is governed by sub-para (iii) of clause 35) or the proceeds of sale thereof or of a sufficient portion thereof of the security deposit of the contractor (except the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause (35) shall not be refunded before the expiry of six months (Three months in case of any work other than road work costing Rs. 40000/- and below) after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is later.

CLAUSE 17A:

Provided that in the case of road work if in the opinion of the Engineer-in-charge, half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion or after the final bill has been prepared and passed whichever is later.

CLAUSE 17B:

Provided further that for defects relating to leakage from the roofs, the contractor shall be responsible for rectification of the same within a period of one year or two rainy seasons (ending October) whichever is later, after the physical date of completion of the work as a whole, to be recorded by the dept and 10 (ten) percent of the security deposit of the contractor will be refunded after expiry of the above period.

CONTRACTOR TO SUPPLY ALL PLANT LADDERS SCAFFOLDINGS ETC.

CLAUSE 18:

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or nor or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The Contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works and counting weighing and assisting of the measurement or examination at any time and from time to time of the work of or materials. Failing his so doing the same may be provide by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from his security deposit or the proceeds of the sale thereof, or of a sufficient portions thereof.

CLAUSE 18A:

In every case in which by virtue of the provisions of Sections 12. Sub section (i) of the workmen's Compensation Act, 1923, Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department is obliged to compensate to a workman employed by the contractor in execution of the works. Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department will recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department under section 12 Sub-section (ii) of the said Act, Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department to the contractor whether under this contract or otherwise. Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department shall not be bound to contest any claim made against it under Section 12 Sub-section (i) of the said Act, expect on the written request of the contractor, and upon his giving to Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department full security for all costs for which Engineering Cell of

Skills, Labour, Employment and Entrepreneurship Department might become liable in consequence of contesting labour such claim.

CLAUSE 18B:

In every case in which by virtue of the Provision of the contract labour (Regulation & Abolition) Act, 1970 and of the contract labour (Regulation & Abolition) Central Rules, 1971, ENGINEERING CELL-SLEE is obliged to pay any amount of wages to workman employed by the contractor in the execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said labour Act, and Rules under clause 19-H or under the C.P.W.D. contractor's Labour Regulations or under the rules framed by the Government from time to time for protection of health and sanitary arrangements for workers employed by ENGINEERING CELL-SLEE contractor, ENGINEERING CELL-SLEE will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the ENGINEERING CELL-SLEE under Section 20 Sub-section (2) and Section 21 Sub-section (4) of the Contract Labour (Regulation & Abolition) Act, 1970, ENGINEERING CELL-SLEE shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by ENGINEERING CELL-SLEE to the contractor whether under this agreement or otherwise ENGINEERING CELL-SLEE shall not be bound to contest any claim made against it under Section 20 Subsection (1) and Section 21 Sub-section (4) of the said act, except on the written request of the contractor and upon his giving to the ENGINEERING CELL-SLEE become liable in contesting such claim.

CLAUSE 19:

The contractor shall obtain a valid license under the Contact labour (R&A), Act, 1970 and the Contact labour (Regulation & Abolition) Central Rules, 1971 before the commencement of the work and continued to have a valid license until the completion of the work.

Any failure of fulfill this requirement shall attract the Penal provisions of this contract arising out of the resultant non executive of the Work.

LABOUR**CLAUSE 19A:**

No labourer below the age of fifteen years shall be employed on the work.

CLAUSE 19B:

Payment of wages to labourers:

FAIR WAGE CLAUSE

(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work. Explanation: - "Fair Wages" means wage whether for time or piece work notified at the time of inviting tenders for the work, where such wages have not been so notified, the wages prescribed by the ENGINEERING CELL-SLEE for the district in which the work is done. It will be notified prescribed by the ENGINEERING CELL-SLEE in consultation with the officer's of the Industrial Relation Machinery located in the respected areas and will not be less than the minimum rates of wages fixed by the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department for that class of employee engaged on the same type of work in the same area.

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- (b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wage to laborers indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this Agreement the contractor shall comply with or cause to be compiled with the ENGINEERING CELL-SLEE contractor's Labour Regulations made by Imphal Administration from time to time in regard to payment of wages, to wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book or wage slip, publication of scale of wages and other terms of employment, inspection and submission or periodical returns and all other matters of a like nature.
- (d) The Engineer-in-Charge concerned shall have the right to deduct, from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason and of non-fulfillment of the condition of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (e) Under the provision of the Minimum Wages Act 1948 and the Minimum wages (Central) Rules 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one days rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labours and pay the same to the person entitled thereto, from any money due to contractor by the Engineer-in-Charge concerned. In the case of N.C.T of Imphal as the all inclusive minimum daily rates of wages fixed under the latest Imphal Govt. Notification F12(1)88/MW/IAB/1961-98 dtd. 28.4.89 are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (f) Vis-a-Vis the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department the contractor shall be primarily liable to all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.
- (g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this Contract.

CLAUSE 19C:

In respect of all labour directly or indirectly employed in the work the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all necessary facilities therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 50 for each default and in addition the Engineer-in-Charge shall be at liberty to made arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D:

The contractor shall submit by the 4th and 19th of every month to the Engineer-inCharge a true statement showing, in respect of the second half of the preceding month and the first half

of the current month, respectively and upto date; (1) The number of labourers employed by him on the work.

- (2) Their working hours.
- (3) The wages paid to them.
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and
- (5) The number of female workers who have been allowed Maternity Benefit according to clause 19F and the amount paid to them, failing which the contractor shall be liable to pay to ENGINEERING CELL-SLEE a sum not exceeding Rs. 50/-per each default or maternity incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor the amount levied as fine.

HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS CLAUSE

19E:

In respect of all labour directly or indirectly employed in works for the performance of the Contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department and its contractors.

MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTORS

CLAUSE 19F:

Leave and during leave shall be regulated as follows:- 1.

Leave:

- (i) In the case of delivery maternity leave not exceeding 8 weeks, 4 weeks upto and during the day of delivery and 4 weeks following that day.
- (ii) In case of miscarriage upto 3 weeks from the date of miscarriage.

2. Pay:

- (i) In case of delivery leave pay during maternity leave will be at the rate of the women's average daily earning, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or, at the rate of Rupees one only a day whichever is greater.
- (ii) In case of miscarriage leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of maternity (benefit) in the prescribed form as shown below and the same shall be kept at the place of work.

Register of Maternity Benefit (Clause 19F of the conditions of contract).

Name and address of the contractor(s).....
 Name and location of work.....

| Name of employee | Father's/Husband's Name | Nature of employment | | Period of actual appointment |
|-------------------------------------------|-------------------------------|---------------------------------------------------|-------|------------------------------|
| 1 | 2 | 3 | | 4 |
| Date on which notice of confinement given | Date of Delivery/ miscarriage | Date of which maternity leave commenced and ended | | Of |
| | | in case | | in case of |
| delivery | miscarriage | Commenced | Ended | Commenced |
| | | | | Ended |
| 5 | 6 | 7 | 8 | 9 |
| 10 | | | | |

LEAVE PAY PAID TO THE EMPLOYEE

| In case of delivery | | In case of miscarriage | |
|---------------------|-------------|------------------------|-------------|
| Rate of leave pay | Amount paid | Rate of leave pay | Amount paid |
| 11 | 12 | 12 | 14 |

Specimen form of Register regarding maternity benefit admissible to contractor's labour in Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department

Name of Work.....Name of the contractor.....

1. Name of the woman and her Husband's name
2. Designation
3. Date of appointment
4. Date with months and years in which she is employed
5. Date of discharge/dismissal if any
6. Date of production of certificate in respect of pregnancy
7. Date on which woman informs about the expected delivery
8. Date of delivery/miscarriage/death

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9. Date of production of certificate in respect of delivery/miscarriage
 10. Date with the amount of maternity death, benefit paid in advance of expected delivery.
 11. Date with the amount of subsequent payment of maternity benefit.
 12. Name of the person nominated by the woman to receive the payment of the maternity benefit aft her death.
 13. If woman dies, the date of her death, the name of the person nominated by the woman to receive the payment of the maternity benefit after was paid the amount there of and the date of payment.
 14. Signature of the contractor authenticating entires in register.
 15. Remarks column for the use of Inspecting Officer.

Clause 19G:

Model RULES: In the event of the contractor(s) committing a default or breach of any of the provisions of the ENGINEERING CELL-SLEE Contractor's Labour Regulations and Model Rules for the protection of health an sanitary arrangement for the workers amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department a sum not exceeding Rs. 50/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statement and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/- per day of each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

PROVISIONS OF ENGINEERING CELL-SLEE CONTRACTORS LABOUR
REGULATIONS AND
MOEDEL RULES AND THE PROVISIONS OF CONTRACTOR LABOUR
(REGULATION & ABOLITION) ACT 1970 AND THE CONTRACT LABOUR
(REGULATION & ABOLITION) RULE 1971

Should it appear to the Engineer-in-Charge that the Contractor(s) is/are not properly observing Provision of ENGINEERING CELL-SLEE and complying with the Provision of ENGINEERING CELL-SLEE contractors Labour Regulations and model rules and the provision of contractor labour (Regulations & Abolition) Ast 1970 and the contract labour (Regulation & Abolition) Central Rule 1971 for the protection of health and sanitary arrangements for work people employed by the contractor(s) (herein after referred as the said Rules the the Engineer-in-Charge shall have the power to give notice in writing to the contractor(s) requiring that the said rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and observe the said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have power to prode the amenities here-in-before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expenses and according to approved standards all necessary

tents and sanitary arrangements required for his/their work people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said tents and sanitary arrangement be remodeled and/or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice the Engineer-in-Charge shall have the power to remodel or reconstruct such tents and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H:

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge.

1. a. The minimum height of each huts will be at the roof level shall be 2.10 metre (7-0) and the floor area to be provided will be at the rate of 2.7 Sq.m. (30 sq. ft.), for each number of the worker's family staying with the labourer.
 - b. The contractor(s) shall in addition construct suitable cooking place having a minimum area of (1.8m x 1.5m) (6" x 5" feet) adjacent to the hut for each family.
 - c. The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - d. The contractor(s) shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and places shall be suitable screened.
 - 2a. The floor shall be in bricks and shall be at least 6" above the surrounding ground the huts shall be with any other material canvas cloth (water proof) as may be approved by the engineer-in-charge and the contractor shall ensure that though out the period of their occupation the huts remain water tight.
 - b. This shall be kept on open space of at least 8 yards (7.2m) between the rows of Tents which may be reduced to 20 ft. (6.1m) according to the availability of site with the approval of the Engineer-in-charge, back to back construction will be allowed.
 3. Water supply: The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes where piped water supply is available, supply shall be at stand post and where the supply is form wells or river, tanks which may be of metal or masonry shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all Fees and charges thereof.
 4. The site selected for the camp shall be on high ground, removed from jungle.
 5. Disposal of Excreta: The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration wish shall be according to the requirements laid down by Local Health Authority. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for removal of the excreta through the Municipal
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Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipal/Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. Drainage: The contractor(s) shall provide efficient arrangements for draining away sullage water as to keep the camp neat and tidy.
7. The contractor(s) shall make necessary arrangements for keeping the camp are sufficient lighted to avoid accidents to the workers.
8. Sanitation: The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rule of the Local Public Health and Medical Authority.
9. Wherever electric connection from MSPDCL is readily available the contractor would provide sufficient street lights for the labour camp, as per directions of the Engineer-in-charge.

CLAUSE 19I:

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor(s) employment on the work who may be incompetent or misconduct himself and the. Contractor shall forthwith comply with such requirement.

CLAUSE 19J:

It shall be the responsibility of the contractor(s) to see that the building under construction is not occupied by any body unauthorisedly during construction, and to hand over to the Engineer-in-Charge vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay a levy upto 5 % of the estimated cost put to tender may be imposed by the Executive Engineer, whose decision shall be final both with regard to the justification and quantum.

However, the Executive Engineer may require the contractor through a notice to remove the illegal occupation any time on or before construction and delivery. "

CLAUSE 20:

The contractor shall comply with all the provision of the Minimum Wages Act. 1984. Contractor Labour (Regulation & Abolition Act) 1970 & rules framed there under & other labour laws affecting the contract labour that may be brought into force from time to time.

WORK NOT TO BE SUB LET CONTRACT MAY BE RESCINDED AND SECURITY DEPOSIT FORFEITED FOR SUB-LETTING BRIBING OR IF CONTRACTOR BECOMES INSOLVENT.

CLAUSE 21:

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contact or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe gratuity, gift, loan, perquisite reward or advantage pecuniary

or otherwise, shall either directly or indirectly, be given promised, or offered by the contractor or any of his servants or agents to any public officer or persons in the employment of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-Charge on behalf of the Authority shall have power to adopt any of the courses specified in Clause 3 as he may deem best suited in the interest of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department and in the event of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS CLAUSE 22:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to this use of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CHANGE IN CONSTITUTION CLAUSE 23:

Where the contractor is a partnership firm the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. where the contractor is an individual or Hindu undivided family business concern such approval as aforesaid whereunder the Partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and same consequence shall ensure as provided in the said clause 21.

WORK TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE

CLAUSE 24:

All works to be executed under the contract shall be executed under the direction and subjected to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

SETTLEMENT OF DISPUTES BY ARBITRATION CLAUSE 25:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specification, design, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs drawings, specifications, estimates, instruction, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Executive Engineer..... Manipur State Cooperative Union Technical

Engineering Cell at the time of dispute, it will be no objection to any such appointment that the arbitrator so appointed is a ENGINEERING CELL-SLEE employee that he had to deal with the matters to which the contract relates and that in the course of his duties as ENGINEERING CELL-SLEE employee, he had expressed his view on all or any of the matters in dispute of transferred on vacating his office or being unable to act for any reason, such Executive Engineer.....Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department as aforesaid at the time of such transfer, vacation of office or liability to act shall appoint another person act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respects of each such disputes alongwith the notice for appointment of the arbitrator and giving the reference to the rejection by the ChiefEngineer of the appeal. It is also a term of this contract that no person other than a person appointed by such Executive Engineer..... ENGINEERING CELL-SLEE as aforesaid should act as arbitrator and, if for any reason that is not possible, the matter shall not be referred to arbitration at all. In all cases where the amount of the claim is dispute in Rs. 75,000/- (Rupees Seventy five thousand) and above, the arbitrator will give reason for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and from the time being in force shall apply to the arbitration proceeding under this Clause. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount or amounts claimed in respect of each disputes.

It is also a term of this contract that if the contractor(s) does/do not make any demand for arbitrator in respect to any claim(s) in writing within 90 days of receiving the intimation from the Engineer- in-Charge that the Bill is ready for the payment, the claim(s) of the contractor(s) will be deemed to have been waived and absolutely barred and the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

The decision of the Executive Engineer regarding the quantum of reduction as well as justification thereof in respect of rates of substandard work which may be decided to be accepted will be final and binding and will not be open to arbitration.

CLAUSE 26:

The contractor shall fully indemnify the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department against any action claim or proceeding relating to infringement of use of any patent or design or any alleged patent or design rights and shall pay any royalties may be payable in respect of any article or part thereof included in the contract. In the event any claims made under or action brought against Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided the contractor shall not be liable to indemnify the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 28:

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the district specifications then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29:

(i) Whenever any claim or claims for payment of any sum of money arise out of or under the contract against the contractor, the Engineer-in-Charge or the ENGINEERING CELL-SLEE shall be entitled to with-hold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the ENGINEERING CELL-SLEE shall be entitle to with-hold the security deposit, if any furnished as the case may be; and also have a lien over the same pending finalization for adjustment of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security have been taken from the contractor, the Engineer-in-Charge or the ENGINEERING CELL-SLEE shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts. Referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge or the ENGINEERING CELL-SLEE or any contracting person through the Engineer-in-Charge pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum, sums of money so withheld or retained under the lien referred to above, by the Engineer-in-Charge or ENGINEERING CELL-SLEE will be keep withheld or retained as such by the Engineer-in-Charge or ENGINEERING CELL-SLEE till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm of a limited company, the Engineer-in-Charge or the ENGINEERING CELL-SLEE shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be; whether in his individual capacity or otherwise. (ii) Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department shall have right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bills and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contractor or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department to recover the same from him in the manner legally prescribed in sub-clause (1) of this clause or in any other manner permissible and if it is found that the contractor was paid less than was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department to the contractor.

Provided that Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Chief Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Chief Engineer or the Executive Engineer.

CLAUSE 30:

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the ENGINEERING CELL-SLEE or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or the ENGINEERING CELL-SLEE or such other person or persons in respect of payment of sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the ENGINEERING CELL-SLEE or with such other person or persons.

It is an agreed term of the contract that sum of money so withheld or retained under this clause by the Engineer-in-Charge or the ENGINEERING CELL-SLEE will be kept withheld or retained as such by Engineer-in-Charge or the ENGINEERING CELL-SLEE till his claim arising out of the same contract or any other contract is either mutually settled or determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent Court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on his account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31:

The contractor(s) shall make his/their own arrangements for unfiltered water required for the work and nothing extra will be paid for same. This will be subjected to the following conditions.

1. That the water used by the contractor(s) shall be fit for construction purpose to the satisfaction of the Engineer-in-Charge.
2. The Engineer-in-Charge shall make alternative arrangements for supply of water at risk and cost of contractor(s). If the arrangements made by the contractors for procurement of water in the opinion of the Engineer-in-Charge are unsatisfactory.

CLAUSE 32:

The contractor shall be allowed to construct temporary wells in Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department land for taking water for construction purposes only after he has got permission of the Engineering-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidental or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or any damage caused due to constructions and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33:

Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any material for the execution of the contract are procured with assistance of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department either by issue from Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department stock or purchase made under orders or permits or licenses issued by Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department the contractor shall hold the said material economically and solely for the purpose of the contact and not disposed of them without the permission of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that be left with him after the completion of the contract or at its termination for any reason whatsoever, on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition in throwing himself open to action for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34:

The plant and machinery as per annexure at page required for the work will be issued to the contractor on hire on conditions given below:-

a. Plant and machinery when supplied shall be made over and taken back at the departmental equipment shed as mentioned in annexure and the contractor shall bear the cost of their carriage from shed to the site of work and back.

b. The plant and machinery as stipulated above will be issued as and when available and if required by contractor, rollers when required should be obtained from the Department. The contractor shall arrange his programme of work according to availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by Department.

c. The hire charges shall be covered at the prescribed rates from and inclusive of the date the plant and machinery is made over upto and inclusive of the date of its return in good order even though the same may not have been working for any cause except for major break down due to no fault of the contractor or faulty use requiring more than 3 working days continuously (i.e. excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid.

d. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the break down occurs before lunch the period of major break down will be computed considering half a day's break down on the day of complaint. If the break occurs in the past break period, the period of major break down will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Executive Engineer shall be final.

e. The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof. In case of steam road roller the period of 8 hours will be inclusive of time required to make up the boiler pressure before start of work and to lower the boiler pressure at the close of the work.

f. Hire charges will include service of operating staff as required and supply of lubricating oil and stores for cleaning purposes and steam coal not exceeding 2-1/2 cwt. to light up the steam roller when issued. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time Chowkidar for guarding the plant and machinery against any loss or damages shall be arranged by the Contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at the site of work.

g. Ordinarily no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work, however, the Engineer-in-Charge may at his discretion allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for over time to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than half hour will be ignored.

h. The contractor shall release the plant and machinery every 10th day for periodical servicing and/or wash out which may take about three to four hours or more. He shall also provide for any labour and water that may be required for washout of steam roller. Hire charges for full day shall be recovered from the contractor for the day of servicing/wash out irrespective of the period employed in servicing/wash out.

i. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangements of labour and materials etc. on his part. The same will be returned only when they require major repairs or when, in opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.

j. Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the department and will be attested by the contractor for his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision to the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for Road Rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area of surfacing as noted against each in the annexed statement on page 40.

k. In the case of concrete mixers, the contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day of each occasion.

l. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere when in operation or otherwise or during transit including damages to or loss of parts and for all losses due to his failure to return the same soon after completion of the work for which it was issued, The Divisional Engineer shall be sole judge to determine and his decision shall be final and binding on the contractor.

m. Hire of plant & machinery

In case, the road rollers for consolidations are employed by the contractor himself log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller day shall be also same as in annexure to clause 34(a). For less use of rollers, recovery for the less roller days shall be made at the market issue rate.

CLAUSE 35:

(i) The Contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remains unused on completion of work on account of lesser use of materials in actual execution for reason other than authorised charges of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused, materials as determined by the Engineer-in-Charge shall be made and materials returned to the contractors. Although the materials are hypothecated to ENGINEERING CELL-SLEE the contractor undertake the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the work the consent of the Engineer-in-Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposited relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36:

The contractor shall employ the following technical staff during execution of this work:

(i) One Graduate Engineer when the cost of work to be executed is more than Rs.5 lakhs with five years' experience. Diploma holders in engineering with at least ten years' experience in a reputed concern of Govt. department will be treated at par with graduate engineer.

(ii) One qualified diploma holder (overseer) when the cost of work to be executed is more than Rs. 2 lakhs but less than 5 lakhs.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

In case of contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount no exceeding a sum of Rs. 2,000/- (Rupees Two Thousand Only) for each month of default in case of Graduate Engineer and Rs. 1,000/- (Rupees One Thousand Only) for each month of default in case of Diploma Holders (Overseer).

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

For Sanity and Water Supply Works

The contractor shall employ the following technical staff during execution of this works:

(i) One Qualified Overseer with an experience of not less than 5 years out of which at least one year should be in a sanitary Engineering or Water Supply Works when the tendered cost of work to be executed is more than Rs.25,000/-.

(ii) The technical staff should be available at site required by the Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable amount not exceeding Rs. 1,000/- for each month of default.

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

CLAUSE 37:

The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

CLAUSE 38:

(i) Sales tax or any other tax on materials in respect of this contract shall be payable by contractor and Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department shall not entertain any claim whatsoever in this respect.

(ii) If pursuant to or under any law, such notification or order any loyalty cess fee or the like becomes payable by the ENGINEERING CELL-SLEE and does not at any time become payable by the contractor to the State Governments/Local authorities in respect of any material used by the contractor on the works therein then in such case, it shall be lawful for the ENGINEERING CELL-SLEE and it will have right and be entitled to recover the amount paid in circumstances as aforesaid from the dues of the contractor.

CLAUSE 39:

Without prejudice to any rights or remedies under this contract if the contractor dies, the Executive Engineer on behalf of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department shall have the option of terminating the contract without compensation to the heirs of the contractor.

CLAUSE 40:

Contractor shall not be permitted to tender for works in ENGINEERING CELL-SLEE Zone (responsible for award and execution of contracts) in which any of his near relatives is posted as accountants or as an officer in any capacity between the grades of CE/Addl. E.C. and A.E. (both inclusive) in the ENGINEERING CELL-SLEE. He shall intimate the names of his near relations if any who working as group A or group B officer in ENGINEERING CELL-SLEE. He shall also intimate the names of the person who are working with him in any capacity of group B officers in the ENGINEERING CELL-SLEE. Any breach of such condition by the contractor would render him liable to action under clause 2 of the agreement. In addition, he would also be liable to be debarred from the tendering in future.

NOTE: By the terms near relative is meant wife, husband, parents and grandparents, children and grandchildren, brothers, sisters, uncles, aunts and cousin and their corresponding in-laws.

CLAUSE 41:

No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department is allowed to work as a contractor for a period of two years after his retirement from ENGINEERING CELL-SLEE service without the previous permission of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

CLAUSE 42:

(i) The contractor shall see that only the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at a place where directed by him, by a notice in writing under his hand, if he shall so require. Credit for such materials will be given at the prevailing market rate not exceeding the amount charged from him excluding the element of storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to charges and incidental charges for returning the surplus materials from and to the stores where from they were issued.

(ii) After completion of the work, the theoretical, quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in Manipur Schedule of Rate, 2007. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Executive Engineer of the circle concerned. Over this theoretical quantity of cement shall be allowed a variation upto 3% plus/minus for works estimated cost of which as put to tender is not more than Rs. 5 lakhs and upto 2% plus/minus for works, the estimated cost of which put to tender is more than Rs. 5 Lakhs. The difference in the quantity of cement actually issued to the contractor and theoretical quantity including authorised variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity as ascertained as herein before provided (allowing variation on the minus side as stipulated above), the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issued rates and cartage to site. (iii) The provision of fore going sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement or structural steel section (each diameters/section or category shall be considered separately) except that theoretical quantity of the steel shall be taken as the including authorised lappage plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage being more or less. (iv) After the completion of the work the actual quantity of cables (other than underground cables) wire conduit/G.I./C.I./S.C.I. pipes G.I./M.S. sheets used up in the various item of work shall be calculated on the basis of measurements recorded in the measurement books for purpose of payment and for assessing the consumption of material used on works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cables other than underground cables) wires, conduit

pipes/G.I./C.I./S.C.I. pipes and 10% plus in case of G.I./M.S. sheets. The difference in quantity of materials issued to the contractor and the quantity recorded in the Measurement Book including authorized variation as stated above, if not returned by the contractor shall be recovered at twice the issue rates plus cartage to site, without prejudice to the provisions of the relevant condition regarding return of materials governing the contract.

(v) After the completion of the work, the theoretical quantity of bitumen to be used on works shall be calculated on the basis of CPWD statement showing quantity of bitumen to be used in different items of work provided in the Manipur Schedule of rates with upto date correction slips or in respect of agreements which do not provide for or authorised application of Manipur Schedule of rates 2002 with upto date correction slips theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula as laid down by Super intending Engineer of the concerned circle. Over the said theoretical quantity of bitumen, a variation upto plus (excess) 2-1/2% shall be allowed.

The agreement which provided for free supply of bitumen the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorised variation if not returned by the contractor, shall be recovered at twice the issue rate of bitumen, without prejudice to the relevant conditions in the agreement regarding return of materials. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity calculated in the manner aforesaid, there shall be no recovery for less use of bitumen. The agreement which provided for supply of bitumen at a fixed rate, the value or price difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorised variation, if not returned by the contractor, shall be recovered at twice the issue rate of bitumen, without prejudice to the relevant conditions in the agreement regarding return of materials governing the contract. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity calculated in the manner aforesaid (no variation) on the lower side shall, be allowed the cost of quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate plus cartage thereof upto site.

(vi) The provisions made above are without prejudice to the rights of the Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

(vii) The materials shall be issued to the contractors, at the place of delivery as mentioned in the schedule. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of the work as soon as these are issued. The materials shall be issued between the working hours and as per rules of the Manipur State Cooperative Union Technical Engineering Cell's Godown as framed from time to time. "

(viii) The contractor shall bear all incidental charges, storage and safe custody of materials.

(ix) M.S. Bars, flats, tees, angles etc. shall be issued if stipulated in lengths as available in the stores. No claim on this account shall be entertained.

(x) The contractor shall construct suitable godowns at the site of work for storing the materials safe against damages of sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

(xi) Cement bags shall be stored in separate godowns as per typical godowns sketch attached, with pucca floor and weather proof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department's Junior Engineer-in-Charge of work and that of the other lock with the authorised agent of the contractor at the site of work, so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties.

The cement bags shall be stacked on proper floors consisting of two Layers of dry bricks laid on well consolidated each at a level of at least one foot above ground level. These stacks shall be in rows of 2 and 10 bags height with a minimum 2'-9" clear space around the bags should be placed horizontally continuous in each line as shown in the accompanying sketch.

The day to day receipt and issue accounts of cement shall be maintained by the junior Engineer-in-Charge and signed daily by the contractor or his authorised agent (as per specimen of register attached).

CLAUSE PERTAINING TO DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR- LIKE OPERATIONS

CLAUSE 44:

The work (whether fully constructed or not) and all materials machines, tools and plants scaffolding, temporary building and other things connected there with shall be at the risk of contractor until the work has been delivered to the Engineer-in-Charge and the certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation for the work being damage or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Engineer-in-Charge remove any debris from the site, collect and properly stack or remove in the store all serviceable materials salvages from the damage work shall be paid at the contract rate in accordance with provision of this agreement for the work of clearing the site of debris staking or removal of serviceable materials and for the reconstruction of all work ordered by the Engineer-in-Charge, such payment being in addition to compensation upto the value of work originally executed before being damaged or destroyed and not paid for. In case of work originally executed being damaged or destroyed but not already measured and paid for, the compensation shall be addressed by the Executive Engineer upto Rs. 5000/- and by the Chief Engineer for a higher amount.

The contractor shall be paid for the damage, destruction suffered and for restoring the materials at the rates based on the analysis of the rates tendered for in accordance with the provision of this agreement. The certificate of the engineer in charge regarding the quantity and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to the contract.

"Provided always that no compensation shall be payable for any loss in consequence of hostilities or war like operations, unless the contractor has taken all such precautions against air raid as are deemed materials, etc., not on site of the work for any tools and plants, machinery, scaffolding, temporary buildings and other things not intended for the work . In the event of the

contractor having carried out reconstruction as aforesaid, he shall be allowed such extension on times for its completion as is considered reasonable by the Executive Engineer. "

CLAUSE 45:

The contractor shall deposit royalty and obtain necessary permit for supply of red Bajri, Stone Kankar etc. from local authorities.

CLAUSE 46:

Security deposit shall not be refunded till clearance certificate from the labour officer is obtained by the contractor.

CLAUSE 48:

The contractor shall comply with the provision of the Apprentice Act, 1961 and the contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

CLAUSE 49:

Anti Malaria Measures

The contractor shall at his own expenses make necessary arrangement for under taking AntiMalaria measures including drainage at place such as abandoned Howdies, Water tanks, excavated etc. where water likely to stagnate and cause mosquito breeding. The contractor shall comply with every reasonable directions of the Engineer-in-charge."

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be 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 foot-holds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to (1/4 horizontal and 1 vertical).
 2. Scaffolding or staging more than twelve feet above, the groundnary support shall have a guard rail properly attached or support or erected with stationery support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening 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 stairway should be so constructed that they should not gangway unduly or unequally and if the height of the platform and the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded should have adequate width and should be suitably fastened as described in (2) above.
 4. Every opening in the floor of a building or to all working platform be provided with suitable means to prevent the fall of person or materials by the providing suitable fencing or railing whose minimum heights shall be 3'-0" (90 cm.)
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5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet (9 mtr) in length while the width between side rails in hung ladder shall in no case be less than 11 1/2" (29 cm) for ladder upto and including 10 feet (3.05 mtr) in length. For longer ladders this widths should be increased at least 6 mm or each additional foot of length. Uniform step spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. The materials on any of the sites of work shall not be stacked or placed as to cause danger or inconveniencing to any person or Public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay and damage and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to, compensate any claim by any such person.
6. Excavation and Trenching: All trenches four feet or more in depth, shall at all times be supplied with at least at one ladder for each 30 mtr. in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. The side of the trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing; so as to avoid to danger of sides to collapse. The excavated materials shall not be placed within 1.50 mtr of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom Under no circumstances under- mining or under cutting shall be done.
7. Demolition before any demolition work is commenced and also during the process of the work.
- (a) All roads are open areas adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be sources of danger over a cable or apparatus used by the operator shall remain electrically charged.
- (c) All practical steps shall taken to prevent danger to person employed from risk of fire or explosion or flooding. No floor roof or other part of the building shall be so overloaded with debris or materials as to render.
8. All necessary personal safely equipment as considered adequate by the Engineer-inCharge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor' should take adequate steps to ensure proper use of equipment by those concerned.
- (a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injuries to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welders, protective eye shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in active use the contractor shall ensure that the following safety measure as adhered to:
- (i) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer
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- (ii) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
 - (iii) Before entry, presence of TOXIC gasses should be tested by inserting wet lead acetate paper, which changes colour in the presence of such, gases and gives indication of their presence.
 - (iv) Presence of Oxygen should be verified by the lowering detector lamp into the manholes. In case, no oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (v) Safely belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (vi) The area should be barricaded or cordoned or by suitable means to avoid mishaps of any kind proper warning signs should be displayed for the safety of the public whenever cleaning works undertaken during night or day.
 - (vii) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba. (viii) No smoking or open flames shall be allowed near the blocked manholes being cleaned [ix] Workers should not be allowed to work inside the manholes continuously. They should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- [x] Gas masks with oxygen Cylinder should be kept at site for use in emergency.

- [xi] Air blowers should be used for flow of fresh air through the manholes. Whenever called for. Portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engine also could be used but they should be placed at least 2 meters away from the opening and on the lowered side protected from wind so that they will not be source of friction on any inflammable gas that might be present.
- [xii] The workers engaged for cleaning the manholes/sewers should be proper trained before allowing to work in the manhole.
- [xiii] The workers shall be provided with Gumboots or non-sparkling shoes, bump helmets and gloves, non-sparkling tool, safely lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for applying the limbs before working inside the sewer lines.
- [xiv] Workmen descandling a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole wall.
- [xv] If a man has received a physical injury he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- [xvi] The extent to which these precautions are to be taken depend on individual situation, but the decision of the Engineer-in-Charge regarding the steps in this regard to be taken in an individual case will be final.

9. The contractor shall not employ men below age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precaution should be taken:-

- i. No paint containing lead products shall be used except in the form of paste or ready made paint.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
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- iii. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of works.
- iv. (a) White lead sulphate of lead or product containing these pigments shall not be used in painting operation, except in the form of pastes or of paint ready for use.
- b) Measure shall be taken whenever required in order to prevent danger arising from the application of a paint in the form of spray.
- c) Measure shall be taken, whenever required in order to prevent danger arising from dust caused by dry rubbing down and scrapping.
- v. (a) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- b) Overall shall be worn up by working painters during the whole of the working period.
- c) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- vi. a) Cases of lead poisoning and suspected lead poisoning, shall be notified and shall be subsequently verified by a medical man appointed by the competent Authority of ENGINEERING CELL-SLEE. b) The ENGINEERING CELL-SLEE may require when necessary medical Examination of workers.
- c) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
9. When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
10. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standard or conditions
1. a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.
- b) Every rope used in hoisting or lowering material or as a means of suspension shall be of durable quality and accurate strength and free from patent defects.
2. Every crane driver or hoisting appliance operator shall be properly qualified and not person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which give signals to operator.
3. In case of every hoisting machine and of every chain ring hook, snags survival and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clear to indicate. No part of any machines or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-In-Charge. As regards contractors machine the contractors shall notify the safe working load of the machine the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
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11. Motors gearing, Transmission, electric Wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load adequate precautions should be taken to reduce to the minimum the risk of any part of the suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, Insulating mats, wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The worker should 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 safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places or Works.
 13. These safety provisions should be brought to the notice of all concerned by display on notice board at a prominent place at work spot. The person responsible for the compliance of the safety code shall be named therein by the contractor.
 14. To ensure, effective enforcement of the rules and regulations to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer Engineer-in-Charge of the Authority or their representative.
 15. Notwithstanding the above Clause from (1) to (14) there is nothing in these to exempt the contractor from the operations of the other Act or rules in force in the Republic of India."

WORKERS EMPLOYED BY ENGINEERING CELL-SLEE OR ITS CONSTRUCTORS

1. Application:

These rules shall apply to all building all construction works in charge of Engineering Cell of Skills, Labour, Employment and Entrepreneurship Department.

2. Definitions:

1. "Work place" means a place which an' average, fifty or more workers are employed in connection with construction work.

"Large work place" means a place at which at an average 500 or more workers are employed in connection with construction work.

3. First Aid:

(a) At every work place, there shall be provided and maintained in an easily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours. (b) At large work place, where hospital facilities are not available within easy distance of the works, First Aid posts shall be established and be run by a trained compounder.

c) Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places some conveyance facilities, shall as a car, shall be kept readily available to take injured person or persons suddenly taken serious to the nearest hospital.

4. Drinking water:

(a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water, fit for drinking.

(b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply of storage shall be a distance of not less than 15 metre from any latrine, drain or other source of pollution. Where water as to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-doors which shall be dust and water proof. (d) A reliable pump shall be fitted to each covered well, the trap-doors shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing and Bathing place:

(i) Adequate washing and bathing place shall be provided, separately for men and women.

(ii) Such places shall be kept in clean and in dried condition.

6. Scale of Accommodation in Latrine and urinals:

There shall be provided within the premises of every work place latrines and urinals is an accessible and accommodation separately for each of them shall not be less than the following scale.

No. of seats

(a) Where the number of persons does not exceeds 50. 2

(b) Where the number of persons exceeds 50, but does not exceed 100 3

(c) For every additional 100 persons 3 per 100

In particular case the Executive Engineer shall have the powers to vary the scale where necessary.

7. Latrines and urinals for women

If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only" shall be provided on the scale laid in rule 6. Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines, for each sex. There shall be adequate supply of water close to the urinals and latrines.

8. Latrines and urinals

Except in work places provided with water flushed latrines, connected with a water borne sewage system all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

9. Construction of Latrines

The inside wall shall be constructed of masonry of some, suitable heat resisting nonabsorbent material, and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be of a standard lower than borehole system and should have thatched roofs.

10. Disposal of Excreta

Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator

approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health, as the case may be, in whose jurisdiction the work place is situated. Alternatively, excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6" layer of waste or refuse and than covering it up with a layer of earth for a fortnight (when layer of waste or refuse and than covering it up with a layer of earth for a fortnight (when it will turn into manure).

11. Provision of shelter during rest

At every work place there shall be provided free of cost two suitable sheds, one for meals and the other for rest separately for men and women for the use of labour. The height of each of the shelters shall not be less then 11 feet (3.55 m) from the floor level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with dwarf wall around not less than 2-1/2 feet (76cm). Sheds should be kept clean and the space should be on the basis of at least 5 square feet (0.46 sqm) per head.

12. Creches

(a) At every work place at which 50 or more women workers are ordinarily employed there shall be provided two tents for the use of children under the age of 6 years, belonging to such women. One tent should be used for infants games and play and the other as their bed room. The tent shall not be constructed on a lower standard than the following.

(i) mud floor;

(ii) planks spread over the mud floor and covered with matting;

The tents shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provisions of sweeper to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the tent shall be restricted to children, their attendants and mother of the children.

(b) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one tent and one Dais to look after the children of women workers.

(c) The size of creche shall vary according to the number of women workers. (d) The creche or creches shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. Canteen

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

14. The above rules shall be incorporated in the contract and in the notice inviting tenders and shall form an integral part of the contracts.

CONTRACTORS LABOUR REGULATIONS

Short title:

These regulations may be called the "Manipur State Cooperative Union Technical Engineering Cell contractor's Labour Regulations."

1. Definition- In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively that is to say.

i) "Labour" means workers employed by a Manipur State Cooperative Union Technical Engineering Cell Contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf on a payment not exceeding As 400/- per month and will not include supervisory staff like Overseers etc.

ii) "Fair Wages" means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the ENGINEERING CELL-SLEE in consultation with the officer or the Industrial Relations Machinery located in the respective areas and will not be less than minimum rates of wages fixed by the latest Imphal Govt. for that class of employee engaged on the same type of work in the same area.

iii) "Contractor" shall include every person whether a sub-contractor or head man or agent employing labour on the work taken on contract.

iv) "Wages" shall have the same meaning as defined in the payment of wages Act and includes time and piece rate wages.

2. (a) Normally working hours of an adult employee should not exceed 8 hours a day and in case of child 4-1/2 hours a day. Working day shall be so arranged that inclusive of interval for rest, it shall not spread more than 12 hours on any day.

(b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 Hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate wages. Children shall not be made to work extra hours.

(c) Every worker shall be given a weekly holiday normally on Sunday in accordance with the provision of the minimum wages (Central) Rules 1950 as amended from time to time irrespective of whether such worker is governed by the minimum wages act 1948 or not.

3. Display of notice regarding wages etc. The Contractor shall:

(a) Before he commenced his work on contract display and correctly maintain and continued to display and correctly maintain in a clean and legible condition in conspicuous places on the work notices in English and in the Local Indian Language spoken by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Chief Engineer or Regional Labour Commissioner as fair wages and the hours of work for which such wages are earned and;

(b) Send a copy of such notices to the certifying Officer.

4. Payment of wages:

i) Wages due to every worker shall be paid to him direct.

ii) All wages shall be paid in current coin or currency or in both.

iii) Arrears claimed after 3 months after the completion of the work shall not be entertained.

5. Fixation of wage periods:

The Contractor shall fix the wage periods in respect of which the wages shall be payable.

i) No wage period shall exceed one month.

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- ii) Wages of every worker employed on the contract shall be paid (a) in case of establishment in which wages period is one week, within three days from the end of the wage period and (b) in the case of other establishments before the expiry of 7th day or 10th day from the end of the wage period according as the number of workers employed in such establishment does not exceed 1000 or exceeds 1000.
 - iii) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - iv) All payments of wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case final payment shall be made with 48 hours of the last working day at work site and during the working time.

Note: The term “Working day” means a day on which the work on which the labour employed is in progress.

6. Wage book and Wage slips etc.

- i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient at the place of work but the same shall include the following particulars:
 - a) Name of worker.
 - b) Rate of daily or monthly wages.
 - c) Nature of work on which employed.
 - d) Total number of days worked during each wage period.
 - e) Dates and period for which worked overtime.
 - f) Gross wages payable for the work during wage period.
 - g) All deduction made from the wage with an indication in each case of the ground for which the deduction is made.
 - h) Wage actually paid for each wage period.
- ii) Signature or thumb impression of the workers.
- iii) The contract shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- iv) The contractor shall also issue an Employment Card in the prescribed form III to each worker on the day of work or entry into his employment. If the worker has already any such card with from the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the employment shall again be endorsed by the contractor and returned to the workers.
- v) “The contractor shall issue an Attendance cum Wage Card as per Form IV enclosed to each worker on the day of work or entry in this employment.”

7. Register of unpaid Wages

The contractor shall maintain a Register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars: a) Full particulars of the labourers whose wages have not been paid.

- b) Reference number of the muster roll and wages register.
 - c) Rate of wages.
 - d) Wage period.
 - e) Total amount not paid.
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- f) Reason for not making payment.
 - g) How the amount of unpaid wages was utilised.
 - h) Acquaintance with data.

8. Register of Accidents:

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:- a) Full particulars of the labourers who met with accident.

- b) Rate of wages.
- c) Sex.
- d) Age.
- e) Nature of accident and cause of accident.
- f) Time and date of accident
- g) Date & time when admitted in hospital.
- h) Date of Discharge from the hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under workmen's compensation Act.
- l) Date of payment of details of the person to whom the same was paid.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

9. Fines and Deduction which may be made from wages:

- i) The wages of workers shall be paid to him without any deductions of any kind of except the following. a) Fines.

List of Acts and Omission for which fine can be imposed

1. Wilful insubordination or disobedience, whether alone or in combination with another.
 2. Theft, fraud or dishonesty in connection with contractor's business or property of the ENGINEERING CELL-SLEE.
 3. Taking or giving bribes or any illegal gratification.
 4. Habitual late attendance
 5. Drunkenness, fighting, riotous or disorderly or indigent behaviour
 6. Smoking near or around the area where combustible or other materials are stacked.
 7. Habitual negligence.
 8. Habitual indiscipline.
 9. Causing damage to work in progress or to property of the ENGINEERING CELL-SLEE or the contractor.
 10. Sleeping on duty
 11. Malingering or slowing down work.
 12. Giving false information regarding name, age, father's name etc.
 13. Habitual loss of wage cards supplied by the Employers.
 14. Unauthorised use of employer's property or manufacturing or making of unauthorised articles at the work places.
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15. Bad workmanship in constructions and maintenance by skilled workers which is not approved by the Department and for which contractors are compelled to undertake rectification.
 16. Making false complaints and or misleading statements.
 17. Engaging in trade within the premises of the establishment.
 18. Any unauthorised divulgence of business affairs of the employers.
 19. Collection or canvassing for the collection of any money within the premises of any establishment unless authorized by the employers.
 20. Holding meeting inside the premises without previous sanction of the employer.
 21. Threatening or intimidating any workman or employee during the working hours within the premises.
 - b) Deduction for absence from the duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction, which he is required to account, where such damages or losses are directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of over payment of wages advance granted shall be entered in a register.
 - e) Any other deduction which the Central Government may from time to time allow.
 - ii) No fine should be imposed on a worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
 - iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given opportunity to showing cause against such fine or deductions.
 - iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three naye paise in a rupee of the wages payable to him in respect of that period.
 - v) No fine imposed on any worker shall be recovered from him by instalment or after the expiry of sixty days from the date on which it was imposed.
 - vi) Every fine shall be deemed to have been imposed on the day of omission in respect of which it was imposed. "

10. Register of fines etc.

- i) The contractor shall maintain a register of fines and a register of deduction for damage or loss in Form Nos. 1 and 2 respectively which should be kept at the place of work.
- ii) The Contractor shall maintain in both, English and the local Indian Language a list approved by the Chief Labour Commissioner clearly stating the act and omission for which penalty or fine may be imposed on a workman and displays it in a good condition in a conspicuous place on the work.

11. Preservation of registers

The wage book, the wages slips, the register of unpaid wages; the registers of accidents, the register of fines, reduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them and shall be made available, for inspection by the Engineer-in-Charge, to labour Welfare Officer or any other officer authorisd by Ministry of W.H. & S. on the behalf.

12. Power of Labour Welfare Officer to make Investigations of Enquiry

The Labour Welfare Officer or any other person authorised by the Central Government on their behalf shall have power to make enquiry with a view to ascertain and enforcing due and proper observance of the fair wages clauses and the provisions of regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

13. Report of Labour Welfare Officer

The Labour Welfare Officer or other persons authorised as aforesaid shall submit a report of the result of his investigation or enquiries to the Executive Engineer concerned indicating the extent, if any to which the default has been committed, with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourer concerned. In case an appeal is made by the contractor under Clause 14 of these regulations actual payment to labourers will be made by the Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.

a) The Executive Engineer shall arrange payment to the Labourer concerned within 45 days from the receipt of the report from the Labour Welfare Officer or the Regional Labour commissioner as the case may be.

14. Appeal against the decision of Labour Welfare Officer

Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal the decision the Officer shall be final and binding upon the contractor.

15. Prohibition regarding Representation

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:

a) An officer of a federation of trade union of which he is a member.

b) An officer of a federation of trade union to which the trade unions referred to in clause (a) is affiliated.

c) Where the employer is not a member of any registered trade unions, by an officer of a registered trade union connected with or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:

a) An officer of an association of employer of which he is a member.

b) An officer of a federation of association employer to which the trade unions referred to in clause (a) is affiliated.

c) Where the employer is not a member of any association of employer by an officer of association of employers, connected with or by any other employer engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by legal practitioner in any investigation or enquiry under these regulations.

16. Inspection of books and slips

The contractor shall allow inspection of the wages books and the wages slips, the register of unpaid wages, the register of accident and the register of fines and deductions to any of his workers or to his agent at a convenient time and place after the due notice is received from the Labour Welfare Office or any other person authorised by the Central Government on his behalf.

17. Submission of Return

The contractor shall submit periodical return as may be specified from time to time.

18. Amendments

The Central Government may from time to time add to amendment the regulations and on any question as to the application interpretation or effect of those regulations to the decisions of the Chief Labour Commissioner or Deputy Chief Labour Commissioner to the Government of Manipur or any other person authorised by the Central Government on that behalf shall be final.

LABOUR BOARD

Name of work

Name of Contractor

Address of Contractor

Name and Address of Site

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

| S.No | Category | Minimum wage fixed | Actual Wages paid | Number present | Remarks |
|------|----------|--------------------|-------------------|----------------|---------|
| | | | | | |

Weekly Holiday

Wage Period

Date of Payment of Wages

Working hours

Rest interval

FORM 13

SEE RULE 75

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of Contractor

Name and Address of Establishment in/
under which contract is carried on

Nature and location of work

| S.No | Name and surname of workman | Age & sex | Father's/ Husbands name | Nature of Employment/ designation | Permanent Home address of the workman (village and Tehsil Taluk and District) | Local address |
|------|-----------------------------|-----------|----------------------------|--------------------------------------|-------------------------------------------------------------------------------|---------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

Name and Address of Principal Employer

| Date of commencement of employment | Signature or thumb impression of the workman | Date of termination of employment | Reasons for termination | Remarks |
|------------------------------------|----------------------------------------------|-----------------------------------|-------------------------|---------|
| 8. | 9. | 10. | 11. | 12 |

FORM XVI

Appendix – 'C'

(See Rule 78(2)(193))

MUSTER ROLL

Name and address of contractor

Name and address of establishment in/ under
which contract is carried on

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

| S.No. | Name of the workman | Sex | Father's/ Husband's Name | Dates | Remarks |
|-------|------------------------|-----|--------------------------------|-------|---------|
| 1. | 2. | 3. | 4. | 5. | 6. |

 FORM XVII

(See Rule 78(2)(03))

REGISTER OF WAGES

Name and Address of Contractor

Name and address of establishment in/ under
Which contract is carried on

Nature and location of work

Name and Address of Principal Employer

Wage period: monthly / fortnightly

| S.No. | Name of workman | Serial No. in the register of workman | Designation nature of work done | Nos. of days worked | Units of work done | Daily rate of wages/piece rate | Basic wages |
|-------|-----------------|---------------------------------------|---------------------------------|---------------------|--------------------|--------------------------------|-------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

| Dearness Allowance | Over time | Other cash payments (Nature of payments to be indicated) | Total | Deduction if any (indicate nature) | Net Amount paid | Signature or thumb impression of the workman | Initial of contractor or his representative |
|--------------------|-----------|----------------------------------------------------------|-------|------------------------------------|-----------------|----------------------------------------------|---------------------------------------------|
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |

WAGE – CARD

Wage Card No.

Name and address of Contractor

Date of Issue

Nature of work with location

Designation

Name of workman

Month/ Fortnight

Rate of Wages

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Morning

Rate

Evening

Amount

Initial

Received from the sum of Rs. On account of my wages

Signature

The wage card is valid for one month from the date of issue

FORM XIX

{SEE RULE 78 (2) (B)}

WAGE – SLIP

Name and address of contractor

Name and Father's/ Husband's name of workman

Nature of location of work

For the Week/ Fortnight/ Month ending

1. No of days worked
2. No. of Units worked in case of piece rate workers
3. Rate of daily wages/ piece rate
4. Amount of overtime wages
5. Gross wages payable
6. Deductions if any
7. Net amount of wages paid.

Signature of Contractor

FORM XIV

(SEE RULE 76)

EMPLOYMENT CARD

Name and address of contractor

Name and address of establishment under which
The contract is carried out

Nature and location of work

Name and address of Principal Employer

1. Name of the workman
2. S. Name in the register of workman employed
3. Nature of employment/ designation
4. Wage rate (with particulars of unit in case of piece work)
5. Wage period
6. Tenure of employment
7. Remarks

Signature of Contractor

FORM XV

(SEE RULE 77)

SERVICE CERTIFICATE

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/ Husband's name

Name and address of establishment in/ under which contract is carried on

Name and address of Principal Employer

| S.No. | Total period for which employed | | Nature of work done | Rate of wages (with particulars of unit in case of piece work). | Remarks |
|-------|---------------------------------|----|---------------------|-----------------------------------------------------------------|---------|
| | From | To | | | |
| 1 | 2 | 3 | 4 | 5 | 6 |

Signature of Contractor

Contractor

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Engineering Cell-SLEE

FORM XII

{SEE RULE 78 (2) (D)}

REGISTER OF FINES

Name and address of contractor

Name and address of establishment in/ under which
Contract is carried on

Nature and location of work

Name and address of workman

Name and address of Principal Employer

| S.No. | Name of Workman | Father's/ Husband Name | Designation/ nature of employment | Act/ Omission for which fine imposed | Date of offence |
|-------|-----------------|---------------------------|-----------------------------------------|--------------------------------------------|-----------------|
| 1. | 2. | 3. | 4. | 5. | 6. |

| Whether Workman showed cause against fine. | Name of person in whose presence employee's explanation was heard | Wage period and wages payable | Amount of fine imposed | Date on which fine realized | Remarks |
|--------------------------------------------|-------------------------------------------------------------------|-------------------------------|------------------------|-----------------------------|---------|
| 7 | 8 | 9 | 10 | 11 | 12 |

FORM XX
{SEE RULE 78(2) (D)}

REGISTER OF DEDUCTION FOR DAMAGES OR LOSS

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of Workman | Father's/Husband Name | Designation / | Particulars of nature of damage or Employment | Date of loss | damage/ loss |
|-------|-----------------|-----------------------|---------------|-----------------------------------------------|--------------|--------------|
|-------|-----------------|-----------------------|---------------|-----------------------------------------------|--------------|--------------|

| 1. | 2. | 3. | 4. | 5. | 6. | |
|--------------------------------------|------------------------------------------------------------|-----------------------------|--------------------|-------------------|------------------|---------|
| <u>Date of recovery</u> | | | | | | |
| Whether Workman Showed cause against | Name of person in whose presence employees explanation was | Amount of deduction imposed | No. of installment | First installment | Last installment | Remarks |
| 7. | 8. | 9. | 10. | 11. | 12. | 13. |

FORM XXII

(SEE RULE 78(2))

REGISTER OF ADVANCES

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of Workman | Father's/ Husband's Name | Designation/ nature of employment | Wages period and wages payable | Date and amount of advance given |
|-------|-----------------|--------------------------|-----------------------------------|--------------------------------|----------------------------------|
| 1. | 2. | 3. | 4. | 5. | 6. |

| Purpose/for advance made | No. of advance to be paid | Date and by which advance is | Date on which repaid. | Remarks each instalment | Which instalments was repaid | amount of last instalment |
|--------------------------|---------------------------|------------------------------|-----------------------|-------------------------|------------------------------|---------------------------|
| 7. | 8. | | 9. | | 10. | 11. |

FORM XXIII

{SEE RULE 78(2)(E)}

REGISTER OF OVERTIME

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of Workman | Father's/ Husband's Name | Sex | Designation/ nature of employment | Date on which overtime worked |
|-------|-----------------|--------------------------|-----|-----------------------------------|-------------------------------|
| 1. | 2. | 3. | 4. | 5. | 6. |

| Total overtime worked or production in case of piece rated | Normal rate of wages | Overtime rate of wages | Overtime earning | Rate on which overtime wages paid | Remarks |
|------------------------------------------------------------|----------------------|------------------------|------------------|-----------------------------------|---------|
| 7. | 8. | 9. | 10. | 11. | 12 |

Annexure to Additional condition 34(j) showing quantities of materials of areas of surfacing to be considered for working out the minimum period for which hire charge or road roller are to be recovered.

| Sl.No. | Materials of surfacing | Quantities of Area |
|--------|---------------------------------------------------------------------------------|--------------------|
| 1. | Consolidation of Earth subgrade. | 1860 sq. m. |
| 2. | Consolidation of stone soling 15 cm to 22.5 cm thick. | 170 cu. m. |
| 3. | Consolidation of brick soling 15 cm to 20 cm thick. | 230 cu. m. |
| | Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick | 30 cu. m. |
| 5. | Consolidation of wearing coat of brick ballast 10 cm thick. | 60 cu. m. |
| 6. | Spreading and consolidation of red bajri 6 mm. | 1860 sq. m. |
| 7. | Painting one coat using stone aggregate 12.5 mm nominal size- | |
| | a) @ 1.65 m ³ per 100 m ² and paving bitumen A-90 or S-90 | |
| | @ 2.25 Kg. per m ² or | 930 sq.m. |
| | b) @ 1.5 m ³ per 100m ² and bitumen emulsion or road tar | |
| | @ 2.25 Kg. per m ² | |
| 8. | Painting two coats, using- | |
| | a) For first stone aggregate 12.5 mm nominal size . | |
| | i) @ 1.5 m ³ per 100m ² with paving bitumen A-90 or S-90 | |
| | @ 2 Kg./sq. m. or | |
| | ii) @ 1.35m ³ per 100m ² with bitumen emulsion | |

| | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| | @ 2 Kg/sq. m. or | 600 sq. |
| m. | iii) @ 1.5m ³ per 100m ² with road tar @ 2.25 Kg./sq. m. | |
| | b) For 2nd coat, stone aggregate 10mm nominal size 0.9 cu. m. per 100 sq. m. with | |
| | i) 1 Kg. of paving bitumen A-90 or S-90 per sq.m. or bitumen emulsion per sq. m. or | |
| | ii) 1.25. Kg. of road tar, per sq. m. | |
| 9. | Re-painting with stone aggregate 10 mm nominal size 0.9 per 100sq. m. with- | |
| | (a) 1 Kg. of paving bitumen A-90 or S-90 sq.m. or | |
| | (b) 1.25 Kg of bitumen emulsion per sq.m. | 1670 sq m. |
| 10. | 2cm. premix carpet surfacing using 2.4 m ³ of stone aggregate nominal size per 100 m ² and binder including tack coat the binder being hot cut back bitumen or bitumen emulsion in specified quantities. | 10 mm 930 sq. m. |
| 11. | 2.5 cm thick premix carpet surfacing using 3 m ³ of stone aggregate nominal size per 100 m ² and binder including tack coat, the binder being paving bitumen S-90 or hot cut back bitumen emulsion in specified quantities. | 10 mm 930 sq. m. |
| 12. | 4cm thick bitumen concrete surfacing using stone aggregate nominal size and 40% 12.5 m nominal size) per 100m ² and coarse sand 1.9 cu. m. per 100 sq m. and hot cut back bitumen over a tack coat of hot cut back bitumen | 3.8 cum. (60% 20 mm 460 sq. m. |
| 13. | 5 cm thick bitumen concrete surfacing using stone aggregate 4.8 cu m. (60% 40 mm nominal size and 40% 20 mm nominal size) per 100 m ² and coarse sand 2.4 cu. m. per 100 sq. m. and hot cut back bitumen over a tack coat of hot cut back bitumen. | 370 sq. m. |
| 14. | 6 mm thick bitumen concrete surfacing using stone aggregate 5.8 cu m. (60% 40 mm nominal size and 40% 25 mm nominal size) per 100 sq. m. and coarse sand 2.9 cu m per 100 sq. m. and hot cut back bitumen over a tack coat of hot cut back bitumen. | 280 sq. m. |
| 15. | 7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 cu m. (60% 50 mm nominal size and 40% 40 mm nominal size) per 100 sq. m and coarse sand 3.65 cu. m. per 100 sq. m. and hot cut back bitumen over a tack coat of hot cut back bitumen. | 230 sq. m. |
| 16. | 2.5 m. bitumastic sheet using stone aggregate 1.65 cu m. (60% 12.5 mm nominal size and 40% 10 mm nominal size) per 100 sq. m. and coarse sand 1.65 cum per 1 00 sq. m. and hot cut back bitumen over a tack coat of hot cut back bitumen. | 750 sq m. |
| 17. | 4 cm. bitumastic sheet using stone aggregate 2.6 cu m. | |

-
- (60% 12.5 mm nominal size, and 40% 10 mm nominal size) per 100 sq. m. and coarse sand 2.5 cu. m. per 100 sq. m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 560 sq. m.
18. Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cu.m. per 100 sq.m. with binder, binding with 20 mm to 12.5 mm nominal size stone grit 1.83 cu m. per 100 sq. m. and seal coat of binder and stone grit 10 mm nominal size 1.07 cu.m. per 100 sq.m. the binder being hot bitumen or tar as specified. 460 sq. m.
19. Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 cu.m. per 100 sq.m. with binder, binding with stone grit 20 mm to 12.5 mm nominal size 1.83 cu.m. per 100 sq.m. and seal coat of binder and stone grit 10 mm nominal size 1.07 cu.m. per 100 sq.m. the binder being hot bitumen or tar. 370 sq. m.
20. 4 cm thick premix macadam surfacing using stone aggregate 25 mm nominal size 4.57 cu.m. per 100 sq.m. and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cu.m. per 100 sq. m. nominal size 1.07cu.m. per 100 sq.m. and seal coat of hot bitumen stone aggregate 10 mm nominal size 1.07cu.m per 100 sq. m. 560 sq. m.
21. 5 cm thick premix macadam surfacing with stone aggregate 25 mm nominal size 6.10 cu.m. per 100 sq.m. and hot bitumen, binding with stone aggregate 12.5 nominal size 1.52 cu.m per 100 sq. m. seal coat of hot bitumen stone aggregate 10 mm nominal size 1.07 cu.m per 100 sq. m. 460 sq. m.
22. Seal coat to premixed sand with paving bitumen S-90. using 128 Kg. of bitumen per cubic metre of sand and 0.75 cubic metre of sand per hundred square metre of road surface. 1670 sq. m.
-

SPECIFICATION AND CONDITIONS

1.The contractor must get acquainted with the proposed site for the works and study specifications and conditions carefully before tendering. The work shall be executed as per programme approved by the Engineer-in-Charge. If part of site is not available for any reason or there is some unavoidable delay in supply of: materials stipulated by the Department, the programme of construction shall be modified accordingly and the contractor shall have no claim for any extras or compensation on this account.

2. Works area shall be the area shown in the sketch plan attached.

Specification:

3.1 specification to be followed for execution of work shall be:-

3.1.1 The entire work shall be done as per specifications 1977 CPWD Vol. 1 with upto-date correction slip and CPWD specification 1977 Vol. II with upto date correction slips on the date of receipt of tender.

However in case of any discrepancy in the description of any item as given in the schedule of quantities appended with the tender and the specification relating to the relevant item as per specifications-77 Vol. I of specification-77 Vol.II with due correction slips specified above. The former shall prevail. If the specifications for any items are not available in the CPWD Specification referred above, relevant I.S.I specifications shall be followed. In case I.S.I specifications are also not available, the decision of the Engineer-in-Charge shall be final.

Whenever any reference to any Indian Standard Specifications occurs in the documents relating to this contract the same shall be inclusive of all the amendment issued there to or revisions thereof if any, upto the date of receipt of tenders.

3.1.2 Samples of all building materials doors and windows, fittings sanitary wares and other articles required for execution of works shall be got approved from Engineer-in-Charge. Article manufactured by Firms of repute and approved by the Engineer-in-Charge shall only be used. Articles classified as first quality by the manufacturer shall be used unless otherwise specified.

Preference shall be given to those articles which bear I.S.I. Certification mark. In case articles bearing I.S.I. Certification mark are not available, the quality of samples brought by the contractor shall be judged by standard laid down in the relevant I.S.I. Specifications, All material and articles brought by the contractor to the site for use shall conform to the samples approved which shall be preserved till the completion of the work.

3.1.3. The work will be carried out in the manner complying in all respects with the requirement of relevant by laws of the local body under the Jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

3.1.4 The Contractor should maintain the Register for cement, paint and other Registers as required by the Engineer-in-Charge and these should be signed by the contractor or his authorised agent and the Junior Engineer-in-Charge of the work.

3.1.5 The contractor shall leave, such recesses, holes, openings etc. as may be required to the electric and sanitary works and nothing extra shall be paid on this account.

3.1.6 The work of electrification, horticulture and other internal and external services may be carried out simultaneously by other agencies with the work being tendered for against the enclosed contract documents. The contractor shall afford necessary facilities for the same.

No claim in the matter shall be entertained and nothing extra over the agreement rates shall be paid for the same for fixing, laying/burying in the works pipes, cables conduits clamps boxes or hooks for fan clamps etc.

3.1.7 The contractor shall make his own arrangement for temporary electric connection if required and make necessary payment for it direct to the department concerned.

3.2 Specific provisions in the wording of items in the schedule of quantities shall have precedence over 3.1.1 and 3.1.2.

3.3 The bricks brought by the contractor including those classified as first class in the local market shall be classified according to the CPWD specification referred above, irrespective of the classifications shown in the permit (where there is a permit system) under which the contractor might obtain the material.

3.4 Materials for which ISI. has licensed use of its certification mark, only materials bearing ISI certification make shall be used in the work. Where articles of different designs bearing ISI certification make are available, the decision of the Engineer-in-charge about the to be used in the works shall be final/ binding on the contractor. Where articles with ISI. certification mark are not available the quantity shall conform to the relevant CPWD specification/ISI specification or as approved by the Engineer-in-Charge.

3.5 Immediately after the award of works, the contractor shall produce samples of all materials be used and incorporated in the works for approval of the Engineer-in-charge. Only materials conforming to the approved samples shall used in the works.

3.6 The structural and architectural drawings shall, at all times, be property correlated for executing any work Architect's requirement shall be fully satisfied where specific mention is made of Architect's Design Architect's approval etc. Samples shall be prepared for approval before starting the work on any item specified by the engineer-in-charge.

3.7 Only lime of class 'A' as per IS :712:1973 shall be used straight i.e., without addition or surkhi or some puzzolonic material. Lime of class B & C must be with addition of surkhi or other puzzolonic material. Surkhi produced by the N.B.C.C mechanized brick plant is approved for use. Surkhi from any other source will be accepted if found satisfactory after detailed tests.

3.8 for all precast concrete work an unyielding platform with smooth finished surface shall be made. The members shall have to be cast in approved rigid moulds. Use of bricks, loose planks and battens and similar non/rigid sides of moulds shall not be permitted. Vibrators must be used for compaction of concrete. All faces of the members must come out smooth. Curing shall be either under water or by covering with wet gunny bags for minimum 14 days.

3.9 Rates for steel windows shall be fully deemed to exclude the cost of providing M.S. Stays and windows fasteners of approved type each. The rate of M.S. Grills shall cover all grill work provided. No distinction shall be made between plain and ornamental grills for payment. The grill should be welded along the full length of connected up to door and Windows M.S. frame.

3.10 The hinges of door shutters shall be welded to angle iron frames at 5 points each and hooks shall be provided to such frames as per requirement. Nothing extra shall be paid for this work or for providing wooden padding for fixing the fittings to shutters to suit angle iron frames.

3.11 Rates for steel windows shall be deemed to exclude the cost of providing M.S stays 300mm long & weighing 330 gms each, and window fasteners of approved type weighing 200 gms each. The rate for M.S Grills shall cover all grill work provided. No distinction shall be made between plain and ornamental grills for payment.

3.12 Rates for flooring item shall be inclusive of providing sunk flooring in bath room and kitchen. However rounding the junction as provided in agreement item shall be paid for.

3.13 For various fitting in internal services the dimensions given in the following table shall be maintained.

| ITEM | Height above Floor level (mm) | Distance from face of wall (mm) | |
|-------------------------|-------------------------------|---------------------------------|--------|
| BATH ROOM | | | |
| Bib Cock | 800 | 200 | Shower |
| Rose | 2100 | 500 | |
| Stop Cock for Shower | 1100 | | |
| W.C. | | | |
| Bib Cock | 250 | 100 | |
| Flushing Cistern | 950 | | |
| Bottom (Top of bracket) | | | |

| | | |
|-----------------------|------|-----|
| Other Fittings | | |
| Wash basin Front Edge | 800 | |
| Mirror: Bottom | 1260 | |
| Top | 1800 | |
| Glass Shelf | 1050 | |
| Towel Rail | 1100 | |
| Kitchen Sink | 900 | |
| Kitchen | 500 | 200 |

3.14 The contractor shall have to provide SCI collars required for fixing of SCI pipes of the required size free of cost and nothing extra shall be paid for the same.

3.15 Rates quoted by the contractor shall hold for work at all heights and depths. The contractor shall be paid nay thing extra for maintaining in good condition all the work executed till completion of the entire work; nor on account of damage of the works caused by rains or other natural phenomena during the execution of works.

3.16 Collection and stacking of materials shall include all leads. The rates quoted by the contractor shall hold good irrespective of the source from which the materials are brought so long as they conform .to the specification. Closure of particulars quarry will not entitled to any revisions in rates.

3.17 Nothing extra shall be paid for planning etc. for shutters while fixing with the door, window frames etc.

3.18 The contractor shall be responsible for watch and ward of shutters and material issued to him/ handed over to him by the department and nothing shall be paid extra to him for this.

3.19 Centering and shuttering required for double height slab,, beam and column etc, shall be done by the contractor as per approved drawing issued by the Engineer-in-charge. Nothing extra shall be paid for the same.

3.20 The Agreement item provides for white glazed tiles, coloured tiles may however, be used as per directions of the Engineer-in-charge if these tiles are available at the rate of white tiles. In such cases, no extra payment shall be admissible.

3.21 The rigid (unplasticised) P.V.C pipes and fittings in items of water supply sub-head shall conform to para 19.2.16.4 of CPWD specification 1977 in Volume II with upto date correction slips.

3.22 The M.S. Flats clamps 6 mm thick for belting arrangement are be provided and welded as per site condition. The rate of angle iron door/windows frames is inclusive of the cost of such clamp. The door and windows fittings like hinges hooks and eyes are be welded to the M.S. Frames as required and nothing extra will be paid on this account and no deduction for not providing the eyes hooks, bolts and sliding bolts etc. due to provisions of such camps shall be made.

3.23 The flush door shutter shall be with I.S.I Specification mark and shall be obtained from suppliers on the approval list of C.P.W.D.

3.24 All timbers to be used for manufacture of doors, windows and ventilators shall be kiln seasoned to the required specified standards and approved kiln and the contractor shall produce a satisfactory proof of the name in writing the engineer in charge whose decision shall be final regarding the quality of seasoning.

3.25 The brick work will be done with F.P.S bricks.

4. Sewerage Work.

-
- 4.1 The contractor shall carry out the work of sewer lines in close co-ordination with works of the services in the area. The contractor shall have no financial or other claims arising out of lack of co-ordination.
 - 4.2 No payment shall be made for the excavation for sewer lines for the portion covered by excavation from construction of manholes.
 - 4.3 Earth excavated from trenches shall be stacked at a distance from the top edge of excavation equal to depth of the trench below ground level or equal to 5m whichever is greater.

Work under Sub-Soil Water

- 4.4.1 The sub Soil water level shall be determined and recorded at each manhole position before any de-watering is done and when there is at least of 25cm depth of water in the trench. The average of the two levels will be taken as sub soil water level for the length between the two manholes.
- 4.4.2 The depth below sub-soil water level shall be measured to invert level of the pipe or the bottom of the concrete for relevant item.
- 4.4.3 Nothing extra shall be paid for the work under sub-soil water level in case of manhole, for depth upto 1.5m below sub-soil water level.
- 4.5 The contractor shall carry out disc test on all sewer lines and satisfied the Engineer-in-Charge that the lines are absolutely clear. Any obstruction shall be removed by the contractor without any claim for extras. Decision of the Engineer-in-Charge with regard to disc test and cleaning of the lines shall be final.
- 4.6 The contractor will not be required to carry out testing of joints in the R.C.C. pipes laid below sub soil water level. In such case C.C. 1:2:4 shall be provided all round joint of such pipes for length of 225mm on either side of joints.

5. Services

The contractor shall employ licensed plumbers for water supply and sanitary installations work and shall satisfy all the requirements including disc and other test of the Municipal Corporation of Imphal in respect of the same. The contractor shall make his own arrangement for supply of Electricity and water required for the works.

- 5.1 Cutting of holes in walls, floors, chajjas, R.C.C Slabs etc.

The tendered shall include the cost of cutting holes wherever ever required and making good the same and nothing extra shall be paid for this.

- 5.2 Wherever necessary the S.C.I. pipes and G.I. pipes shall be fixed in R.C.C. columns beams etc. with scrub plugs and nothing extra shall be paid for this.
- 5.3 The contractor shall be responsible for all the protection of sanitary water supply fitting and fixtures against pilferage and breakage during the period of installation until the completion of this work.
- 5.4 G.I. pipes as stipulated in the schedule of materials can be issued in inches or its equivalent metric size as considered fit by Central Stores Division and issue rates as recoverable from the contractor will remain the same.
- 5.5 The contractor will not be paid extra on this account and nothing will be deducted for using metric sizes of G.I. Pipes issued from Central Stores Division and the item will be paid, as per agreement rate for the same item.

6. Appliances

The contractor shall at no extra cost, provide at site appliances such as weighing scale graduated cylinder, standard sieves, slump cones, CI or MS test tube moulds, calipers, tapes etc. for site testing of materials and works.

7. Bricks

The contractor will make his own arrangement for the entire quantity of bricks required for the work quality of bricks shall be judged as per specification.

8. Labour Tents

The contractor shall put up the tents for labour as per the conditions of contract only in the area indicated on the plan and demarcated on the ground by the Engineer-in-Charge. The final bill shall not be paid unless all the tents are

9. Shops

Restaurants, tea shop, or kiosks shall not be allowed to be put up by the contractor in the works area or in the labour tents area. Temporary kiosk(s) put up by the Engineer-in-Charge shall be taken by the contractor on lease to be terminated on the date of completion of termination of contract whichever is earlier and at the rate of Rs. 30/- per kiosk per month to be recovered from the bills paid. On the date of completion of the work or termination of contract, whichever is earlier the kiosk(s) shall be vacated by the contractor and vacant possession given over to the Engineer-in-Charge failing which penalty shall be levied on the contractor at the rate of Rs. 150/- per day of delay involved. "

10. Drawings

The drawings referred to in the tender documents are available for inspection of intending tenderers in the office of the Executive Engineer. Tenderers shall inspect the same and acquaint themselves with the work to be executed. Tenderers shall be desired to have based their rates on these drawings, which shall be included as part of the Agreement with the tenderer, whose tender is finally accepted. The contractor shall have no claim with reference to these drawings in respect of any of the rates after acceptance of the tender.

11. Testing of Materials

When required by the Engineer-in-Charge the contractor shall supply for the purpose of testing samples of any materials proposed to be used in works. Samples whether submitted to govern bulk supplies or required for testing before use and suitable packages to contain them, shall be provided free of charge by the contractor. Testing charges, if any shall be borne by the Department. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself. The cost of flush door shutters etc. for testing shall be borne by the contractor.

12. Safety Codes.

Safety pertaining to construction work, such as excavation, trenching, blasting, demolition provision of scaffolds, ladder, working platforms, gangways, mixing of asphaltic material, electric arc and gas welding, use of hoisting and construction machinery shall be governed by the relevant provision of ENGINEERING CELL-SLEE safety code (agreement form) or as directed by Engineer-in-Charge.

13. Additional Conditions

G.I. Pipes of various size as specified will be issued by the department from ENGINEERING CELL-SLEE stores only for the items of water supply and sanitary installation sub-head. For other items involving the use of G.I. Pipes/M.S. Pipes of various sizes such as hand rails etc. the contractor shall make his own arrangement and no extra claim on this account will be entertained by the Department.

14. The P.V.C Pipes & Fittings shall conform to the relevant Indian Standard Code of Practice/C.P.W.D. specification Vol.II with upto date correction slip.

15. Fire Hydrant shall conform to ISI 909-1975.

16. Variation in the consumption of Pig lead

If the pig lead is issued departmentally, the pig lead caulking of joints of SCI pipes shall be issued as per theoretical consumption for SCI pipes of sizes 100 mm, 75 mm, 50 mm, 98 kg., 0.88 kgms and 0.77 kgms. Per joint respectively. Over and above the theoretical quantity of lead as worked out variation @ 5% shall be allowed for wastage. Any difference between the consumption of piglead and the theoretical consumption worked out on the above basis including the authorized variation shall be recoverable at double the issue rate plus storage charge.

17. The surface will be finished rough sponge and with the uniform texture samples of such plaster should be prepared by the contractor and got approved by the Engineer-in-Charge before undertaking mass work."

17. The material will be issued to the contractor, at the place of delivery as mentioned in the Schedule of materials. If these are delivered at any other site the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The material will be issued between the working hours and as per rules of the ENGINEERING CELL-SLEE godowns as framed from time of time.

18. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials.

19. All materials obtained from ENGINEERING CELL-SLEE stores or otherwise shall be got checked by the Engineer-in-Charge of the works on receipt of the same at site before use.

20. No payment will be made to the contractor for damage caused by rains or other natural calamities during the execution of works and no such claims on this account will be entertained.

21. The water shall be tested with regard to its suitability for use in R.C.C. works and nothing extra shall be paid on this accord.

22. The contractor will submit to the Engineer-in-Charge BAR CHART/CPM/PERT chart within ten days of the date of start of the work for completing the same within the stipulated period. The contractor shall follow the BAR CHART/CPM/PERT chart strictly and no deviation whatsoever shall be allowed therefrom. If the contractor fails to submit the BAR CHART/CPM/PERT chart the Engineer-in-Charge shall be get it prepared at the risk and cost of the Contractor.

23. The acrylic chemical compound should confirm to IS-2475.

24. The chromium plating on the body and cover of stop/bib cock as well as pillar taps shall confirm to IS 1795-1961 as amended from time to time. The pressure of water to be withstand by the C.P pillar taps, CP Bib cocks and C.P stop cocks shall be as per clause 9-1 of IS 1795/1961 as amended from time to time.

25. Where the cost of the work is more than Rs. 15.00 lakhs (Rupees Fifteen Lakhs) the use of lifting hopper mixer is mandatory for all cement concrete/RCC works.

26. The scaffolding for doing the brick work for all external walls shall be done from outside. The support shall be sound and strong, tied together with horizontal pieces. The holes for horizontal scaffolding pole shall be provided only in the header course. The holes in the masonry work for supporting the scaffolding shall be filled and made good before plastering. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Nothing extra is payable on this account.

SPECIAL CONDITION IN ACCORDANCE WITH STANDING ORDER NO. 258 OF M/O W & H CIRCULATED VIDE DG9WO NO. CE/CON/780 DATED 4.8.1984 CONVEYED BY CE/DDA VIDE NO. CE1 (27)82/WAB/C/6861 DATED 3/8/1984.

- (i) Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However, pursuant to the constitution (Forty Six Amendment) Act, 1982, if any further tax or levy is imposed by statute, after the date of receipt of tenders, and contractors thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of Executive Engineer (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary book of accounts and other documents for the purpose of this conditions as furnished such other information/documents as Engineer-in-Charge may require.
- (iii) The contractor shall, within a period of 30 days of imposition of any further tax or levy, pursuant to the constitution (Forty Six Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.

PROFORMA FOR PERFORMANCE BOND

The agreement made this..... day ofone thousand Nine hundred and between Son ofone part) and Project Director, Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department Hereinafter called the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department of the other part.)

WHEREAS THIS agreement is supplementary to a contract hereinafter called the Contract datedand made between the GUARANTOR OF THIS ONE part and the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department of the other part, whereby the contractor inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof..

AND WHEREAS THE Guarantor agreed to give a guarantee to the effect that the said structure will remain water and leak-proof for ten years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structure completely leak-proofing and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:



(a) Misuse of roof shall means any operation which will damage water proofing treatment like chopping of fire wood and things of the sama nature which might caused damage to roof.

(b) Alteration shall mean construction of an additional story or a part of the roof or construction adjoining to existing roof of where by water proofing treatment is removed in part.

(c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final. During these period of guarantee, the guarantor shall make good all defects and in case of any defect being found rendered the building water proof to satisfaction of the Engineer in chargeat his cause and shall commence the work for such rectification within seven days from the date of issue of the notice from Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be done by the department by some other contractor at the GUARANTOR’s cost and risk. The decision the Engineer-in-Charge as to the cost, payable by the guarantor shall be final and binding. That if Guarantor fails to execute the water proofing or commits breach thereunder then the Guarantor will indemnify the Principle and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department the decision of the Engineer-in-Charge will be final and binding on the parties.

In witness whereof these presents have been executed by the Obligor and by and for and on behalf of the Engineering Cell of Skills,Labour,Employment and Entrepreneurship Department on the day month and year first above written.

Signed Sealed and Delivered by OBLIGOR in the presence of

- 1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE MANIPUR STATE COOPERATIVE UNION TECHNICAL ENGINEERING CELL BY

.....in the presence of.....

- 1 _____
2 _____

ADDITIONAL CONDITIONS

1. The contractor shall give a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra whatsoever, shall be payable to the contractor for the test.

-
2. Mild Steel and cold twisted deformed bars: etc. where stipulated, will be issued in lengths, shapes and sizes available in stores. No claim of extra payment etc. on account shall be entertained.
 3. Any cement slurry added over the base surface for continuation of concreting for better bond is deemed to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable for extra cement consumption on this account.
 4. In case there is any discrepancy in frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. specification 1977 (Vol-I &II), the higher of the two frequencies of testing shall be followed and thing Extra shall be payable to the contractor on this account.

GENERAL RULES, ADDITIONAL CONDITIONS AND SPECIFICATIONS

The following shall be read in conjunction with and constructed in reference to and in context of the General Rules, Specifications of Tender Documents and the conditions herein before contained and the requirements to be fulfilled without any extra charges and the contractor shall take all these into account while quoting the rates.

(A) GENERAL:

1. APPLICATION OF SPECIFICATIONS

These specifications form part of the contract and shall be read in conjunction with other documents forming the contract, viz the General Condition of Contract, special Conditions, Tender Form, Schedule of Quantities and drawings.

2. WORKS INCLUDED

The rates for all items must cover the cost of all materials, labour, tools machinery, plants, pumps, Explosives, scaffolding, staging, shores, props, bamboos, ropes, templates, pegs and all appliances and operations whatsoever necessary for efficient and proper execution of the work, in accordance with specifications.

3. EXECUTION OF WORKS

The contractor is responsible for the correct execution of the work in accordance with the drawings provided to him. He is also responsible for all mistakes due to working to wrong levels or centre lines, When levels centre lines and bench mark of reference, have been once intimated to him in writing by Engineer-in-Charge, it is his responsibility to record, project and maintain the said marks, and to work to the same, and no complaints shall afterwards be admitted for excess work done as a consequence of such levels not having been kept up and maintained by the contractor.

4. In case the contractor requires any clarification regarding specifications, conditions, drawings etc., the Engineer-in-Charge shall be contacted.

5. ACCESS TO SITE

The contractor is to include in his rates the cost for forming access to the site with all temporary roads and gangways require for the works.

6. ACCESS FOR INSPECTION

The contractor is to provide, at all times, during the progress of the works and the maintenance period, proper means of access, with ladders, gangways etc. and other, necessary attendant to move and adopt as directed for the inspection or measurements of the works by the Engineer-in-Charge or his authorised representatives."

7. SPECIALISED WORK

The following specialised works shall be carried out by specialist persons or manufactures with the written approval of the Engineer-in-Charge.

- (i) Stone and Marble work.
- (ii) Steel doors, windows and rolling shutters.
- (iii) Terrazzo tile flooring/mosaic flooring/glazed tiles and ceramic tiles/exposed aggregate finished plaster.
- (iv) Flush doors/fire doors .
- (v) Painting and polishing.
- (vi) Water proofing treatment of roofs, terraces of balconies, sunken portion of toilets in all floors, water tank etc.

8. Where the contractor is required to provide materials of certain sizes or weights which may have gone out of market due to change over to metric standards, substitutes conforming to the nearest equivalents on the higher side, as approved by the Engineer-in-Charge, shall be used. No claim of extra payment shall be entertained on this account.

INSTRUMENT AND EQUIPMENT

9. The contractor shall make the following available readily and in good working condition at site to ensure proper quality of work:

Theodolite, Dumpy level with staff, steel tapes, sieves, stop watch, platform type weighing machine of 200 Kgs. capacity, steel balance with weights, Spring balance, slump cone with tamping rod, 15 cm cube moulds 24 Nos. Plumb Bob, spirit level Vernier/Micrometer Calibrated cylinders, Hammers, thermometers and standard compression testing machine for concrete cubes.

10. The layout, alignment and the orientation of the different members of the structural works should be carried out after thoroughly checking the drawings and obtaining clarifications, if any, from the Engineer-in-Charge. The setting out work should be carried out by the precision surveying instrument and got approved from the Engineer-in-Charge. The contractor shall arrange the necessary equipment and instruments.

11. PROVISION OF GROOVES

The Engineer-in-Charge shall require (where he deems so' necessary) to provide grooves of approved pattern between various surfaces such as timber/plaster, exposed aggregate plaster/concrete/exposed concrete/brick work, ceiling/walls, Skirting/plaster, between various concreting operations of same or different members (particularly in the exposed concrete work) or as required etc. such grooves shall be provided without extra charges and the contractor's rates for various items are deemed to include the cost of all labour, tools and materials required for making such grooves.

12. Large sized details shall take precedence over small sized drawings. The contractor shall verify all dimensions at site.

13. STORAGE OF MATERIALS

The contractor shall store all materials in proper manner so as to avoid contamination and deterioration. The places at site where materials are to be stored shall be subject to the approval

of the Engineer-in-Charge. Should the place where the materials are stored by the contractor be required by the Engineer-in-Charge for any other purpose, the contractor shall make arrangements to clear the place within such time as may be instructed by the Engineer-in-Charge.

14. PERMANENT BENCH MARKS

Where directed by the Engineer-in-Charge, the contractor shall provide permanent bench marks. Likewise any other levels or lines or points specifically required by the Engineer-in-Charge shall be built in. The contractor shall carefully protect and preserve such important mark during execution of the work.

15. TESTING OF MATERIALS

The tests shall be carried out by the contractor in laboratories approved by the Engineer-in-Charge and as often as he may consider them necessary. Engineer-in-Charge may ask the contractor to install testing equipment at site for such tests which he may like to get tested at site himself. The Contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order through out the period of construction. The contractor shall also provide necessary trained staff for carrying out such tests and using such equipment. All tests shall be carried out under the supervision of Engineer-in-Charge.

16. The levels, measurement and other information concerning the existing site, as shown in the drawings or as described are supposed to be correct but the contractor shall verify them for himself, as no extra claim whatsoever shall be entertained on account of any change in such matters or on account of the descriptions turning out to be different from what was expected.

17. The rate of different items are for all heights, depths and widths unless otherwise specified in the items of Schedule of Quantities.

18. BAILING OUT WATER

The rates shall include cost of bailing out water, rainwater, as well as subsoil water, and keeping the working place dry and nothing extra on this account shall be paid.

19. ROYALTY

Royalty for earth, boulders, metal, sand etc. shall be borne by the contractor and nothing extra on this account shall be paid to him.

20. SAFETY MEASURES

The contractor shall provide necessary barriers, warning signals and other safety measures while cutting roads or laying pipe lines etc. or wherever otherwise necessary, so as to avoid accidents. He shall also indemnify the employer against claims for compensation arising out of negligence in this respect. These provisions are in addition to the safety measures already mentioned in the P.W.D.-8.

21. All soil, filth or other matter of an offensive/obnoxious nature, taken out of any trench, sewer, drains cess pool or other place, shall not be deposited on the surface, but shall at once be carted away by the contractor to some pit place or provided to him and as approved by the Engineer-in-charge.

22. WATER FOR CONSTRUCTION PURPOSES

The water to be used for construction shall have to satisfy the requirements as per the Bureau at Indian Standard codes. As soon as the Contractor has decided or located source of water, he shall be required to send samples of water for testing to laboratory approved by the Engineer-in-Charge. Water shall be allowed for use for construction purposes only if it satisfies the requirements of Indian Standard codes. In case, the water is found unsuitable for construction

purposes, the contractor shall have to arrange water from alternative source. The samples for water have to be tested at least once in every three months or earlier.

23. APPROVAL OF SAMPLES OF MATERIALS

Attention of the contractor is again drawn specifically to condition 3-5 of "Specifications and Conditions" in the printed tender documents regarding approval of samples of materials to be used in the work. Before placing a bulk order for any material or bringing any material to site, the contractor shall have to bring a sample first and get it approved from the Engineer-in-Charge. Any material brought to site in contravention of this conditions shall be rejected forthwith and no payments made.

24. BAR CHART/PERT CHART/CPM CHART

Within 15 days from the date of start of work, the contractor shall have to submit a bar chart/PERT chart/CPM chart to the Engineer-in-Charge indicating how the contractor proposes to complete the work within the stipulated time as per the contract. This bar chart /PERT/CPM chart should clearly indicate the various construction as well as various finishing and sanitary items in the proper sequence of construction. Once this programme of construction has been submitted by the contractor and approved by the Engineer-in-Charge, the contractor shall have to abide by it and shall have to employ labour and bring materials consistent with the progress indicated in the chart.

25. INSPECTION OF WORKS

The work during the progress can also be inspected by the Chief Technical Examiner/Technical Examiner from the Central Vigilance Commission or by the officer of the Quality Control/ Vigilance cell of the Manipur State Cooperative Union Technical Engineering Cell on behalf of the Engineer-in-Charge.

26. FORM WORK FOR EXPOSED CONCRETE

Wherever directed by Engineer-in-Charge with a view to obtain exposed face concrete by itself, form work shall have to be provided in specific pattern as required and instructed. A sample of the exposed face finish shall be made by the contractor and the same shall be got approved before the work is started. Due care shall be taken while removing the form work. The time allowed for such shuttering shall be as per decision of Engineer-in-Charge. On removal of form work, the surface shall be rubbed with carborandum stone, so as to give a smooth finish and to match the surrounding surface. No patching up with cement plaster or otherwise shall be allowed. If however, any honey combs, broken edges, or ugly off sets; etc. are found, the contractor shall have to redo the work without any extra charges. The materials used for shuttering for exposed concrete shall be only timber with freshly sawn surfaces or as approved by the Engineer-in-Charge.

27. T.M.T. bars & MS round bars for steel reinforcement shall be issued only for reinforced cement concrete works related to Building portion including site development, landscaping, water supply & sanitary installation and drainage works to be delivered to

ENGINEERING CELL-SLEE

28. SCI pipes, G.I. pipes and C.I. (class L.A.) pipes shall be issued only for water supply, sewerage and drainage works to be delivered to ENGINEERING CELL-SLEE.

29. WATER PROOFING

All areas where water proofing is to be done according to the item number 9.6 of Section 'A' - Building work of schedule of quantities pertaining to the building works, shall be guaranteed against seepage/leakage for a period of ten years. The contractor shall have to execute a performance bond in the prescribed proforma enclosed on page no..... of tender documents.

30. The proportion of the acrylic chemical to be used in cement shall be 1% by weight i.e. 1- Kg of chemical approval quality and manufacture shall be mixed with 100 Kg of cement or in the proportion recommended by the manufactures.

31. COORDINATION WITH OTHER AGENCIES

The work of internal/external electrical installation, lifts, fire fighting installations etc. shall to be carried out by the Department through other agencies with proper work co-ordination as per directions of the Engineer-in-Charge shall be carried out.

32. STEEL WORK

In item of steel door frames (pressed steel or T-iron frames) the rates include cost of base tie or threshold and nothing extra is to be paid for the same.

33. RATES FOR SIMILARITIES IN DIFFERENT SECTION

For the convenience of execution and payment, the schedule of quantities is divided into different section viz 'A' - Building work 'B' - Site Development and Landscaping works and 'C' - Sanitary Installation, Water Supply and Drainage Works.

Some item of work are repeated in the different sections. The lowest rate quoted by the contractor for such item of work in any section/sub head of schedule of quantities shall be considered as the quoted rate for the item in all the different sections/sub heads for payment.

(B) SANITARY INSTALLATION WATER SUPPLY AND DRAINAGE WORKS

1. The contractor shall be responsible for getting the necessary test certificates from the concerned departments of the Municipal Corporation and also to get the connection for the drainage and water supply from the concerned departments of Municipal Corporation.
2. The work shall be done by licensed plumbers of Municipal Corporation and they must produce the copy of the license as and when required before execution of the work.

3. HOLES AND CHASES FOR CONCEALED PIPING

The cost of cutting holes, making chases and making good the same for concealed piping, providing brick piers for laying the internal sewer pipe to gradient etc. shall be included in the various item of work and nothing extra shall be paid on this account.

4. DAMAGE TO EXISTING WORK

Any damage done by the Contractor to any existing work during the course of execution of his work shall be made good by him at his own cost, failing which it shall be got done by the Engineer-in-Charge at Contractor's risk and cost.

5. PRIOR APPROVAL OF SAMPLES

The samples of all sanitary fitting, pipes and specials, man-hole cover and frames, gratings and also water supply pipes and fittings etc. shall be deposited with the Engineer-in-Charge (which will be returned to the contractor at time of the completion of the work) and got approved by him before using the work. Any material rejected by the Engineer-in-Charge shall be removed from the site of work.

6. The work shall be executed as per the programme drawn or approved by the Engineer-in-Charge and it shall be so arranged as to have full co-ordination with the building work. No
-

claim for idle labour shall be entertained nor shall any claim on account of the delay in completion of the building work be tenable.

7. TESTING OF LINES

All pipe lines laid by the contractor shall be tested as required under the specification to the entire satisfaction of the Engineer-in-Charge. The work shall not be treated as completed unless the lines are so tested.

8. All ferrule connections for water supply as well as meter connections shall be arranged by the contractor and payment of fees thereof, if any, shall also be made by him.

The ENGINEERING CELL-SLEE shall, however reimburse to the contractor such payments of fees paid to Government/Municipal Corporation on presentation of bills." 9. WATCH AND WARD OF FITTINGS:

The contractor shall be responsible for the watch and ward of all fittings until the work is fully completed and handed over to the employee. No claim on this account will be entertained.

10. The levels measures and other information concerning the existences site as shown on the drawings or as described are supposed to be correct but the contractor shall verify them for himself and no extra claim, whatsoever shall be entertained on account of any discrepancy or omission in such matters or on account of the description turning out to be different from what was expected.

11. COORDINATION WITH OTHER WORKS

The work shall be done in conformity with the plans and within the requirements of the general Architectural, Air-conditioning, Electrical and Structural Plans. This work shall be properly coordinated with the work of the other trade. Hangers and sleeves, structural openings shall be furnished in time for their installation as other work proceeds.

12.a. The plumbing drawings are diagrammatic, but shall be followed as closely as actual construction and work permits.

b. The Architectural drawings shall be correlated with the plumbing drawings to all dimensions.

13.a. The recommended positions of the fittings, fixtures control valve tanks etc. as shown on the drawings will be adhered to as far as practicable.

14. Should there be any discrepancy due to incomplete description/ambiguity or omission in the drawings and other documents, whether original or supplementary, forming the contract, either found on completion or during currency of the installation work, the contractor shall immediately, on discovering the same, draw the attention of the Engineer-in-Charge and the Engineer-in-Charge's decision shall be final and binding on the contractor.

14. COMPLETION DRAWINGS

The contractor shall submit one complete set of originals and further two copies of layout drawings to the Engineer-in-Charge after completion of the work. The drawings must give the following information:

(a) Run of all piping and diameter on all floors and the vertical stacks.

(b) Location and sizes of all control valves, access panels and other equipments.

(c) I.L. of all manholes including I.L. at out falls No completion certificate will be issued until the drawings are submitted.

15. TESTING OF WORK MATERIALS

The contractor shall preferably arrange the equipment and testing instruments in a testing room.

(a) All testing shall be done as and when directed before the work is accepted.

-
- (b) Upon notification that the work has been completed, the contractor shall make arrangements under the direction and in the presence of the Engineer-in-Charge of their representative, for inspection and tests as shall be considered necessary to determine whether or not the full intents of the requirements of the specifications have been met with. Any further tests, if considered necessary, shall be carried out by the contractor at his own expense.
- (c) Contractor shall provide all testing equipments, labour and operating services required for these tests.
- (d) The above tests shall be carried out by the contractor without extra charge.
- (e) The contractor shall also provide all equipment instrument, Labour and such other allied assistance required by the Engineer-in-Charge for measurement of the works, materials etc.

16. Any materials supplied by the employer if damaged in anyway during cartage or execution of any works or otherwise shall be made good by the contractor at his own cost.

17. RECESSED FITTINGS

Wherever recessed fitting are required to be provided, the contractor shall be responsible for keeping necessary recessed in the building work before hand, failing which he will have to make the chases and recesses and make good the same with the general finish at his own cost for which nothing extra shall be paid by the employer.

18. The contractor shall obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of making the tender and for entering into a contract and must examine and study the specification drawings, the design of the sanitary installations and also inspect the site, the surroundings of the work and plans of the buildings.

19. MAINTENANCE OF INSTALLATIONS

During the progress of work, completed portion of the building may be occupied and put to use by the ENGINEERING CELL-SLEE but the contractor shall remain fully responsible for maintenance of installations till the entire work covered by the contract is satisfactorily completed by him and taken over by the Engineer-in-Charge.

20. The contractor shall also covered the ENGINEERING CELL-SLEE with the manufacture's guarantee for all the above materials.

1.ADJUSTMENT OF TAX CONSEQUENT UPON AMENDMENT TO CONSTITUTION

Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However, pursuant to the constitution (Forty sixth amendment) Act 1982, if any further tax or levy is imposed by statue, after the date of receipt of tenders, and the contractor, thereunder, necessary and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment if any, is not in the opinion of Executive Engineer (Whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

(i) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of Govt. and further shall furnish such other information/documents as the Engineer-in-Charge may require.

(ii) The contractive shall, within a period of 30 days of imposition of any further tax or levy, pursuant to the Constitution (Forty six Amendment) Act 1982, given a written

notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto”.

SIGNATURE OF CONTRACTOR

PROFORMA FOR CEMENT REGISTER

| Particulars of Receipt | | | Particulars of Issues | | | | |
|------------------------|-------------------|-------------------|-----------------------|---------------|------------|------------------------------|-----------------------------------------|
| Date of Receipt | Quantity received | Source of Receipt | Progressive Total | Date of Issue | Qty issued | Item of work in which issued | Quantity returned at the end of the day |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

| | | | Remarks | | |
|-------------|---------------|----------------------|----------------|----------------|---------------------|
| Total issue | Daily balance | Contractor's initial | J.E.S initials | A.E's Initials | AEE/EE Period check |

| 9 | 10 | 11 | 12 | 13 | 14 |
|---|----|----|----|----|----|
| | | | | | |

SCHEDULE OF MATERIALS TO BE ISSUED

Name of the work :

| Sl. No. | Description of item | Qty No. | Rate in | Unit | Place of delivery |
|---------|---------------------|---------|---------------|------|-------------------|
| | | | Fig. Words | | |
| | | | | | |

| | | | | | |
|-----|-------------------------------------------------|-------|-----------------------------|-----------------------------|-------------------------------------------|
| 1. | Cement | | To be supplied free of cost | Tonne | Any ENGINEERING CELL-SLEE Store at Imphal |
| 2. | Twisted Deformed Bars | ..... |  | Tonne | |
| 3. | M.S. Round Bars | ..... |  | Tonne | |
| 4. | Machine-made penciled and/or wire gauge shutter | | | Sq.m. | 1 |
| (a) | Flush door shutters | | | -do- | |
| 5. | S.C.I Pipes | | | Metre | |
| | (a) 100mm dia | | | Metre | |
| | (b) 75mm dia | ..... | Metre | ENGINEERING CELL-SLEE Store | |
| | (c) 50mm dia | ..... | Metre | at | |
| 6. | G.I. Pipes | ..... | Metre | ..... |  |
| | (a) 15mm dia | ..... | Metre | | |
| | (b) 20mm dia | ..... | Metre | | |
| | (c) 25mm dia | ..... | Metre | | |
| | (d) 32mm dia | ..... | Metre | | |
| | (e) 40mm dia | ..... | Metre | | |
| 7. | CI Pipe Class LA 100mm dia | ..... |  |  |  |

CONDITIONS:

1. The materials shall be issued to the contractor at the place of delivery mentioned against each item shown. Nothing shall be paid for cartage of the same to different sites as required and as directed by the Engineer-in-Charge.
2. In case of damage or loss to the flush door shutters issued to the contractor for this work, cost shall be recovered at the rate of Rs..... per square meter..
3. In case of damage or loss to the Machine made door shutters issued to the contractor for this work, cost shall be removed at the rate of Rs. Per square metre.
4. Nothing shall be paid for providing the shutters to size, the shutters issued to the contractor.

ANNEXURE TO CLAUSE 34(a) & (b)

| Sl. No | Description of Plant & Machinery | Hire Charges P/day | Place of Issue |
|--------|----------------------------------|--------------------|----------------|
| | | | |

Executive Engineer
Engineering cell of Skills, Labour, Employment
and Entrepreneurship Department
Government of Manipur.