

GOVERNMENT OF HIMACHAL PRADESH  
IRRIGATION & PUBLIC HEALTH

Division Suni

Sub-Division, Kotgarh

ITEM RATE-TENDER AND CONTRACT FOR WORKS FOR THE GUIDANCE OF CONTRACTORS  
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender pasted on public places signed by the Executive Engineer. 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 work; also the amount of earnest money to be deposited with the tender and the percentage at which the Security deposit shall be deducted from the bills of the successful tendered. Copies of the specifications, designs and a drawing and a schedule of quantities and the rates of the various descriptions of work 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 the Executive Engineer of concerned division during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each partner 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 the Indian Partnership Act.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners except where the contractors are described in the 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 sufficient receipts for the firm.

4. Any Person who submits tender shall fill up the usual printed form stating at how much percent above or below the estimated rates specified in rule1, he is willing to undertake the work. Only one rate of percentage more or less all the estimated rates/scheduled rates shall be named. Tenders which propose any alteration in the work specified the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any short, will be liable to rejection. No single tender shall include more than one or two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope. How much percent above or below the estimated rates specified in Rule No.1, he is willing to under take the work only one rate of percentage more/less at the estimated rates/scheduled rates shall be varied.

OR

4. A. The rate (5) and/or amount (5) must be quoted in decimal coinage for each item of work.

5. The Executive Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted 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 Rule1. In the event of a tender 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 and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer or a duly authorized cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the IPH and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender form issued. If a form is issued to an intending tendered 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. If it is found that the tender is not submitted in proper manner or contains too much corrections or absurd rates or amounts it would be open for the Government to take suitable disciplinary action against the contractor.

10. The tendered shall sign a declaration under the official's secret act for maintaining secrecy of the tender documents, drawings, other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings when given to them.

DECLARATION

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the works secret confidential documents and shall not communicate information/derived there from 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.

Addition.....Deletion.....Correction.....Overwriting.....

(Contractor.....)      (Ex. Engineer.....)

## ITEM RATE TENDER FOR WORKS

I/We here by tender for the execution for the Governor of Himachal Pradesh of the works specified in the under written memorandum within the time specified in such memorandum at the rates specified in figures and words in the attached schedule of quantities on pages ..... to ..... and in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 in the attached schedule of quantity and in clause 11 of the conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

**Name of work of:-**

Sr.No.	Name of work.	Estimated cost.	Earnest money.	Time.	Cost of form.
1.	A/R & M/O WSS Sakundi Chimla in GP Malion, Tehsil Kumarsain, Distt. Shimla, HP (SH: C/O Sedimentation tank 3600 ltrs. & Filter bed 18000 ltrs. capacity).	154438/-	4000/-	six months	250/-

### MEMORANDUM

- (a) General description as per mentioned above
- (b) Estimated cost Rs. –do-
- (c) Earnest Money Rs. –do-
- (d) Security deposit -do-

Amount of Earnest money to be deposited with each tender.

- (i) For works costing upto Rs. 15 Lacs @2% .
- (ii) For Works costing between Rs. 15 Lacs to Rs. 50 lacs. (i) +1.5%
- (iii) For works costing above Rs. 50 lacs. (ii) + 1% (with max. limit of Rs. 5 lacs).

Security deposits will be at the rate of 10%, 7.5 %, 5% & 2.5% of the tendered amount subject to maximum of Rs. 50 lakh only. The security deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and the earnest money deposited in the shape of National Saving Certificate in any of the Post Office in H.P. at the time of tender, will be treated as part of security Deposits will also be accepted in the shape of National Saving Certificate pledged in favour of the Engineer-in-Charge in any of the Post Office in Himachal Pradesh.

- 1. Cash
- 2. Promissory notes and stock certificate of Central Govt. or State Government.

(e) Time allowed for the work from the 15th day after the date of written order to commence **Six Month(s)** should this tender be accepted in whole or in part, I/we hereby agree -

(i) to abide by and fulfill and the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to for feit and pay to the Governor of Himachal Pradesh or his successors in office, the sum of money mentioned in the said condition. A sum of Rs 4000- is hereby forwarded in the shape of National Saving Certificate in any of the Post Office of H.P. as Earnest Money. If I/we fail to commence the works specified in the above memorandum, I/We agree that the said Governor or his successors in office shall without prejudice to 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) if the above mentioned Memorandum.

(ii) 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 30% (thirty percent) at the rate 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 12-A of the tender form.

Exemption from the payment of Earnest Money.

I/We have already furnished security to the Governor of H.P. in lieu of earnest money and have deposited with the Chief Engineer/Engineer in Chief IPH. Shimla, a lump sum of Rs..... as earnest money in individual cases and I/we therefore claim exemption in terms of the bond executed me/us and bearing No ..... dated the ..... day of 20..... against necessity of depositing earnest money in respect of the above tender for work. I/we agree that should I/we fail to commence the work specified in the above memorandum as the amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the

Governor of H.P. and the same may at the option of the Governor of H.P. 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.

Signature of contractor

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

Witness

Address

Occupation

The above tender for the sum of Rs. ....as per mentioned above ..... (Rupees ..... is hereby accepted by me Executive Engineer IPH Division, Suni on behalf of the Governor of Himachal Pradesh.

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Signature of contractor before submission of tender

Signature of witness to contractor's signatures

Contractor

Executive Engineer

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## CONDITIONS OF CONTRACT

### Definition

(1) The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Governor of Himachal Pradesh 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, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

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

(b) The 'Site' shall mean the land and/or other place 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 through used for the purpose of carrying out the contract.

(c) The Contractor shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm of company and the permitted assigns of such individual or firm or firms or company.

(d) The Governor means the Governor of Himachal Pradesh and his successor.

(e) The 'Engineer-in-Charge' means the Executive Engineer or Assistant Engineer as the case may be who shall supervise and be charge of the work and who shall sign the contract on behalf of the Governor.

(f) 'Government' or Government of Himachal Pradesh or Himachal Pradesh Government shall mean the Governor of Himachal Pradesh.

(g) The term 'Chief Engineer' means Engineer-in-Chief/Chief Engineer, IPH Words imparting the singular number includes the plural number and vice versa.

#### CLAUSE 1 - Security Deposits

The contractor whose tender is accepted (unless exempted) will be required to furnish by way of security deposit for the due fulfillment of his contract such some as will amount

(i) in the case of works costing upto Rs. 2 Lac @ 10% of the tendered amount of the work .

(ii) For works costing between Rs. 2 Lac to 5 Lac (i) + 7.5%

(iii) For works costing between Rs. 5 Lac to 50 Lac (ii) + 5%

(iv) For works costing more than 50 Lac (iii) + 2½% (without any limit)

The security deposit will be collected by deduction from the running bills of the contractor at the rate mentioned above and the earnest money deposited in the shape of National Saving Certificate/Time deposit Account/Post Office Saving Account in any of the Post Office H.P. duly pledged in favour of the Engineer in charge H.P.IPH Division accepted.

Such deductions to be held by Government by way of Security Deposit. Provided always that the Government for this purpose shall be entitled to recover 10 (Ten) per cent of the amount of each running bill till the balance of the amount of Security Deposit is released. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of or 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 Government 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 the shape of National Saving Certificate/Time Deposit Account/ Post Office Saving Account in any of the Post Office in Himachal Pradesh. 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 the shape of National Saving Certificate/Time Deposit Account/ Post Office Saving Account in any of the Post Office in Himachal Pradesh at the time of tender will be treated part of the security deposit.

Note: Govt. Securities will include all form and securities mentioned in HPFR Rules except fidelity bond. This will be subject to the observance of the conditions mentioned under this rule against each form of security.

Note : In case a fixed deposit receipt of any bank, is furnished by the contractor to the Government as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Govt. to make good the deficit.

#### CLAUSE 2 : Compensation for delay

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and contractor shall pay as Compensation an amount equal to one per cent of such smaller amount as the Superintending Engineer (Whose decision in writing shall be final) may decide on the amount of the tendered cost of the whole work 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 save for special jobs to complete one-eight of the whole of the work before one forth 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 the work, before three fourth of such time a elapsed.

However for special jobs if a time-schedule has been submitted by the Contractor and the same has been accepted by 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 be liable to pay as compensation as amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final), may decide on the said tendered 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 provisions of this clause shall not exceed ten percent, on the tendered cost of the work as shown in the tender.

CLAUSE 3 :- The Engineer-in-charge may without prejudice to this right against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or 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 case:

(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 sufficient or otherwise improper or under workman like manner shall meet 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 either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

(ii) If the contractor being a company shall pass resolution or the court shall make an order that the company shall be bound up or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court of Creditor to appoint a receiver or manger or which entitle the court to make a binding up or e.g.

(iii) If the Contractor commits breach of any of the terms and condition of this contract.

(iv) If the contractor commits 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 Governor of Himachal Pradesh 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 Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the works or any part of the work debiting the contractor, with at 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 contractors) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor, under the 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 contract or provided always that 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 department are less that the amount payable to the contractor at his agreement rates, the difference shall 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 thereof 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 borne and paid by the original contractor and may be deducted from any money due to him by Government under this

contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

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to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, 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, whose certificate thereof shall be final, otherwise the Engineer-in-charge by notice in writing may order the contractor or his clerk or the works foreman or other authorized agent to remove such tools, plant, materials or stores from the Premises (with in 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 sale on account of the contractor and at his risk in all respects and the certificate of Engineer-in-charge to expense of any such removal and the amount of proceeds and expenses 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 the time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of hindrances on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown their therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

#### CLAUSE 6 : Completion Certificate

Within 30 days of completion of the work the contractor shall give notice of such completion to the Engineer-in-charge and within ten/thirty days of the receipt of such notice, the Engineer-in-charge shall inspect the work and if there is not defect in the work shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion, indicating defects (a) to be rectified 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, nor shall work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the work as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, wall, 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 shall fail 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 of fixed for the completion of the works, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish, etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have not calm in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

N. B.: Ten days will apply in the case of work at the headquarters of the Engineer-in-charge and thirty days will apply in the case of works at a station other than the headquarters of Engineer-in-charge.

CLAUSE 6-A: When the annual repairs and maintenance work is carried out, the splashed and dropping from white washing, colour washing, painting, etc., on walls, floors, doors, windows etc., shall be removed and the surface cleaned simultaneously with the completion of those item of work in the individual rooms,

quarters of premises etc. Whether the work is done without waiting for actual completion of all other items of work in the contract. In case the contractor fails to comply with requirements of this clause, the Engineer-in-charge shall have the right to get his work done at the cost of 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.

CLAUSE 7: Payment of interment at certificate to be regarded as advance.

No payment shall be made for work estimated cost rupees five thousand or less till after whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof than executed to the satisfaction of the Engineer-in-charge whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and complete and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in any respect or the accruing of any claim, not 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 vary 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 within three months if the amount of the contract plus that of the additional item is upto Rs. 2 lakh and six month of same exceeds Rs. 2 lakhs of the submission of such bill. If there shall be any dispute about any items or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed item within thirty days from the disallowance thereof and if the fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE 7(A) Whenever there is likely to be delay in recording detailed measurements for making a running payments in the case of residential buildings, advance payments without detailed measurements for work done other than foundation and finishing item upto (a) plinth level (including sunshed 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, in his direction on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed upto level in question. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

In the event of any one or more of the above courses being adopted by the Engineer in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum of any work thereto for actually performed under the 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 action not taken under clause 3 Powers to or take possession of or removal of contractors plant.

1. In any case in which any of the powers conferred upon the Engineer-in-charge by clause 3 hereof, 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 hereof and such powers shall notwithstanding be exercisable in the event of any future 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 powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the

contractor take possess above work.

2. or at the sole discretion of the Engineer-in-charge which shall be final) use as on hire (the amount of hire money being also in the final determination of the Engineer-in-charge which shall be final) all or any tools, plant, materials and stores, in or upon the works of the site thereof, belonging 6

CLAUSE 8: Bill to be submitted monthly

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 measurement 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 of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid; a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list.

CLAUSE 8A : Contractor's to be given a week to file objections to the measurements recorded by Department.

Before taking any measurement of any work as has been referred to in clause 6, 7 and 8 hereof the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice 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 then in any such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE 9: Bill to be on printed forms

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

CLAUSE 9 A: Payment of contractors bills to bank

Payment 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 the Engineer-in-charge (1) an un-authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any right or equities vis-à-vis the Governor.

CLAUSE 10 : STORES SUPPLIED BY GOVERNMENT

If the specifications or schedule of items provided for the use of any special materials to be supplied from Engineer-in-charge's stores, 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 purposes of contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or 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. security the same or a sufficient portion thereof being in this case sold for the purpose. All the materials so supplied the contractor shall remain the absolute property of the Government and shall not be removed on any account from the site work and shall be at all times open to inspection by the Engineer-in-charge. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge at a place

directed by him, if by notice in writing under his and he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damages to any such materials. On being required to return the store materials the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the stores/materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the storage 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 licenses or permit and /or for criminal breach of trust be liable to Govt. For all advantages or 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 damages on account of any delay in supply or non-supply thereof of all or any such materials and stores. Provided further that the contractor shall be bound execute the entire work if the materials are supplied by the Government within the scheduled time for completion of the work plus 50 percent thereof (Scheduled time 6 months if the time of competition of the work exceeds 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 the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge whose decision in this regard shall be final.

Surplus materials which were originally procured, by the contractor for themselves can also be taken over by Government if required of use, other work in progress, only on special arrangements and the prevailing markets rates (i.e. rates at which the articles of similar description can be procured at a given time at the stores god own, from the public market suitable to division for obtaining a supply thereof).

CLAUSE 10 A: The Engineer-in-charge shall have full powers to require 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

**CLAUSE 8 : Bill to be submitted monthly**

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 measurement 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 of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid; a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list.

CLAUSE 8A : Contractor's to be given a week to file objections to the measurements recorded by Department.

Before taking any measurement of any work as has been referred to in clause 6, 7 and 8 hereof the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice 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 then in any such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

**CLAUSE 9: Bill to be on printed forms**

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

**CLAUSE 9 A: Payment of contractors bills to bank**

Payment 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 the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any right or equities vis-à-vis the Governor.

#### CLAUSE 10: STORES SUPPLIED BY GOVERNMENT

If the specifications or schedule of items provided for the use of any special materials to be supplied from Engineer-in-charge's stores, 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 purposes of contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or 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. security the same or a sufficient portion thereof being in this case sold for the purpose. All the materials so supplied the contractor shall remain the absolute property of the Government and shall not be removed on any account from the site work and shall be at all times open to inspection by the Engineer-in-charge. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge at a place directed by him, if by notice in writing under his and he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damages to any such materials. On being required to return the store materials the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the stores/materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the storage 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 licenses or permit and /or for criminal breach of trust be liable to Govt. For all advantages or 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 damages on account of any delay in supply or non-supply thereof of all or any such materials and stores. Provided further that the contractor shall be bound execute the entire work if the materials are supplied by the Government within the scheduled time for completion of the work plus 50 percent thereof (Scheduled time 6 months if the time of competition of the work exceeds 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 the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge whose decision in this regard shall be final.

Surplus materials which were originally procured, by the contractor for themselves can also be taken over by Government if required of use, other work in progress, only on special arrangements and the prevailing markets rates (i.e. rates at which the articles of similar description can be procured at a given time at the stores go down, from the public market suitable to division for obtaining a supply thereof).

CLAUSE 10 A: The Engineer-in-charge shall have full powers to require 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 is to 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 powers 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 cost which may attend such removal and substitution are to be borne by the contractor.

CLAUSE 10 B : 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 percent of the estimated value of any material which are in the opinion of the Engineer-in-charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other cause 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 10C: Price Escalation

If during the progress of the works, the price of any materials incorporated in the works, (not being a material supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof and/or wages of labour increases as a direct result the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten percent of the price and for wages prevailing at the time of acceptance of the tender for the work and the contractor thereupon necessarily and properly pays in respect of that materials (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied; provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision be final and binding) attributable to delay in the execution of the contract with in the control of the contractor.

If during the progress of works, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and/or wages of labour is decreased and a direct result of the coming into the force of any fresh law or statutory rule order (but not due to any changes in sales tax) and such decrease exceeds ten percent of the prices and/or wages prevailing at the time of acceptance of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clause 10 thereof and/or labour engaged on the execution the work after the date of the coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to difference between the price of material and/or wages as they prevailed at the time of acceptance of tender for the work minus ten percent thereof and the price of materials and/or wages of labour on the coming into force of such law; statutory rule or order.

The contractor shall, for the purpose of this conditions, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government, and further shall, at the request to the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require, any documents so kept and such other information as the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply.

Only increase exceeding 10% on the price of material and/or wages is to be reimbursed and upto 10% increase on the Price of material and/or wages labour is to be borne by the contractors. No adjustment of profit is allowed under clause 10-C.

OR

CLAUSE 10 (CC) : If the price of materials ( not being materials supplied or services rendered at fixed prices by the Dept. in accordance with Clause 10 & 34 hereof) and/or wages of labour required for execution of the work increase, the

contractor shall be compensated for such increase as per provision 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 contracts validity is extended under the provisions 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 6 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provision:

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 on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bill, 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, & proposed to be recovered in the particulars bill shall be deducted before the amount of compensation for escalation is worked out, in the case of materials brought to site for which any 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 work shown in the bill, running or final. Further the cost of the work shall not include any work for which payment is made under clause 12 or 12 (a) at prevailing market rates.

3. The components of materials, labour P.O.L. etc shall be pre-determined 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 percentage shall be binding on the contractor. 8

4. The compensation for escalation for materials, labour and P.O.L. shall be worked out as per the formula given below:

$$(i) \quad VM = \frac{W \times X}{100} \times \frac{(MI - MI_0)}{MI_0}$$

VM = Variation in materials 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.

MI & MI<sub>0</sub> = All India whole sale index for commodities for the period under reckoning as published by the Economic advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration & the valid at the time of receipt of tenders, respectively.

$$(ii) \quad VF = \frac{W \times Z}{100} \times \frac{(FI - FI_0)}{FI_0}$$

VF = Variation in cost of fuel, oil and lubricant increase or decrease in rupees to be paid or recovered.

W = Value of work done, worked out indicated in sub-Para 2 above.

Z = Component of P.O.L. expressed percent of total value of work as indicated under the special conditions of contract.

F1 & FI<sub>0</sub> = Average index number of wholesale price for group (fuel, power light and lubricants) as published weekly by the Economic Adviser to Govt. of India, Ministry of Industry for the period under reckoning and that valid at the time of receipt of tenders respectively.

5. The following principals shall be followed while working out indexes mentioned in sub-Para 4 above.

(a) The compensation for escalations shall be worked out at quarterly intervals and shall be with respect to the cost work done during the three calendar months of the said work. The first such payment shall be made to the end of the three months after the month (excluding) in which the tender was accepted & thereafter the three months. At the time of completion of the work, the last period for payment might become less than three months, depending on the actual date of completion.

(b) The index (MI/F1 etc.) relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indexes relevant the three calendar months. If the period upto date of completion after the quarter covered by the last such installment of payment is less than three months, the index M1o & Flo shall be the average of the indexes for the month falling within that period.

(c) The base index, M1&FI etc. shall be the one relating the month in which the tender was stipulated to be received.

6. The compensation for escalation for labour shall be worked out as per formula given below:

$$(iii) \quad VL = \frac{W \times Y}{100} \times \frac{(LI - LI_0)}{LI_0}$$

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

W = Value of work done, worked as indicated in sub-Para 2 above.

Y = Component of labour as expressed as percent of total value of work.

LIo = Minimum daily wage in Rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as on the last date on which tenders for the work were to be received .

LI = Minimum wage in Rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as applicable on the last day of the quarter previous to one during which the escalation is being paid.

7. The following principles will be followed while working out the compensation as per sub Para 6 above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub Para 6 above shall be the higher of the following two figures, namely those notified by Govt., of India, Ministry of Labour and those notified by the local administration, but relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause, if such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable for work done in all quarters subsequent to the quarter in which the revision of minimum wages takes place.

(c) Irrespective of variation in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

8. In the event the price of materials and/or wages of labour required for execution of the works decrease(s) , there shall be down ward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract & in this regard formula herein before stated under the clause 10 (cc) shall mutatis mutandis apply, provide that

(i) No such adjustment for the decrease in the price of materials and/or wages of labour afore-mentioned would be made in case of contracts in which the stipulated period of completion of the work is six 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 10 (c) shall be implemented from time to time & the decision of the Engineer-in-charge in this behalf shall be final and binding.

(iii) Irrespective of actual period of construction, for works where stipulated period for construction is six (6) months or less sub-clause 10 (c) only will be

applicable and where stipulated period for construction is more than six (6) months, sub clause 10 (cc) only will be applicable.

Provided always that the provision of the preceding clause 10(c) shall not be applicable for contracts where provision of this clause are applicable but in cases where provision of this clause aren't applicable the provision of clause 10 (c) will become applicable.

For the operation of sub clause 10 (cc), the components of materials, labour, P.O.L. as indicated in para (3) of the sub clause have been predetermined for different types of work and shall be adopted depending on the applicability relevant to the work. The predetermined values are as below:-

(A) Building works %age	Materials %age	Labour
1. Load bearing masonry structures	75.00	25.00
2. RCC framed structures	80.00	20.00
(B) ROAD WORKS		
1. Earth work (average) Classification	35.00	65.00
2. Retaining/Breast Wall	75.00	25.00
3. Cross drainage/Metalling/Tarring	80.00	20.00
4. For composite works involving earth work retaining structures etc. the percentages of material and labour components shall be worked out on the basis of above percentages by taking their weighted means.		

(C) BRIDGE WORKS

1. Bridge i/c its components
2. For composite bridge works with provision for 85.00 Labour components shall be worked out from Percentages Indicated under (B) 1 to 4 above and (c)

CLAUSE 10 D: The contractor shall treat all materials obtained during dismantling of a structure excavation of the site for a work etc., as Government property and such materials shall be disposed of to the best advantage of Government according to the instructions in writing issued by the Engineer-in-charge.

CLAUSE 10 E: (i) 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 statutes , after the date of receipt of tenders, and the contractors thereupon necessarily and properly pays such taxes/levies the contractor shall reimburse the amount so paid provided such payment, if , any is not in the opinion of Superintending Engineer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this conditions as may be necessary and shall allow inspection of the same by a duly authorized representative of government and further shall furnish such other information/documents as the 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.

RETURN OF EMPTY CEMENT BAGS

CLAUSE: (i) The recovery rate of cement is inclusive of cost of jute of paper bags. The contractor shall have to return at least ninety percent of the cement jute bags in serviceable condition to the bag collecting agents. The payment for the cost of empty cement bags will be made to the contractor by the bag collecting agents at

the prevailing rates as fixed by the D.G.S. & D. The contractor shall get the name of bank collecting agents from the Engineer-in-charge in writing. The contractor must produce the certificate on the printed letterhead from the authorized bank 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. In case, the number of serviceable bags returned is less than 90% of the bags issued compensation of the rate of rupee 1.26 per bag returned short of the minimum number shall be recovered from the contractor.

(ii) The contractor should send registered intimation to the Bags Collecting Agent of the cement factories for collecting the bags within a period of 30 days. If the bags collecting Agent fails to turn up within the specified period, the contractor shall be at liberty to dispose of the bags.

(iii) In case the empty cement jute bags are required by IPH. for bonafide use in works the Executive Engineer-in-charge of the work shall have powers to collect the bags himself and the contractor shall have to return the desired empty jute in serviceable condition to him on the same condition as for bag collection agents.

CLAUSE 11 : Work to be executed in accordance with specifications, orders, drawing etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm 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 charges one copy of specification, and the all such designs, drawings, and instruction as are not included in the Himachal Pradesh Public Works Department completion entitled specifications for work 1987 Vol. 1 in force from time to time or any other printed publication on General Specifications referred to elsewhere in the contract.

CLAUSE 12 : Alteration in specifications and designs.

The Engineer-in-charge shall have power to make any alteration in, omissions from addition to or substitution 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 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 alteration, 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 condition in all respect 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 the time 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 the additional altered or substituted work are not specifically provided 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 the 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 of work as are specified in the contract for the work.

(iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract than such work be carried out at the rates entered in H.P. Schedule of Rates with upto the date correction of tender minus/plus percentage

which the total tendered amount bears to the estimated cost of the entire work put to tender.

(iv) If the rates to be altered, additional or substituted work cannot be determined in the manner, specified in clauses (i) to (iii) above, then the rates for such work shall be worked out on the basis of the schedule of 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 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 rates for the altered, additional or substituted work cannot be determined in the manner specified by sub-clause (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 or rates claimed and the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine 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 arrange 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 rates of items falling under this clause.

(vi) Except in case of items relating to foundation, 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 referred to above is the net affected (algebraically sums) of all additions and deductions ordered.

(b) In no case shall the additions /deduction (arithmetical sum) exceed twice the deviation limit.

(c) The deviation ordered on items of any individual trade included 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) For roads, all items of excavation and filling including treatment or sub-base and soling work.

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

(f) For open storm water drains all items of work except lining of drains. 11

Note: Individual trade means the trade sections into which a schedule of quantities annexed to the agreement has been divided or in the absence of any such division the individual sections of the Himachal Pradesh Public Works Department 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 items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions contained in clause 12-A.

CLAUSE 12 A: In the case of contract or substituted items which individually exceed the quantity stipulated in the contract by more than the deviation limit 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 of order claim revision of the rates supported by proper analysis in respect of such items for quantities in excess of the deviation limit, notwithstanding 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 (ii) of clause 12 and the 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 as his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may be considered advisable. But, under no circumstances the contractor shall suspend the work on the plea. of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply for the decrease in the rates of items for quantities. In excess of the deviation limit, notwithstanding 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 (ii) of the preceding clause 12 and the Engineer-in-charge may revise such rates having regards to the prevailing market rates.

CLAUSE 13 : No compensation for alteration in the restriction of work to be carried out.

If at any time after the commencement of the work the Governor of Himachal Pradesh shall for any reason what so ever not require the whole work thereof 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 claim 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 have been carried out, neither shall he have any claim for compensation by reason of an alterations having been made in the original specifications, drawing, designs and instructions, which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment of curtailment of the work or any portion thereof and then taken back by the contractor, provide however, that the Engineer-in-charge shall have in all such cases the option of taking over all of any such materials at their purchase price of local current rates whichever may be less, in the case of such stores, having been issued form Government stores, supervision charges and storage charges shall be refunded in addition to the issue rate of the material. In the case of such stores having been issued form Government stores and returned by contractor to Government stores, credit shall be given to him by the Engineer-in-charge at rates not exceeding those at which they were originally issued to him after taking into consideration any deduction for claims on account of the contractor and in this respect the custody of the contractor and in this respect the decision of the Engineer in charge shall be final.

CLAUSE 14: Action and compensation in case of bad work

If it shall appear to the Engineer-in-charge of his subordinate in charge of the work 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 of the work are unsound or of a quality inferior to contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or article complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or removal and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the material/article so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his falling to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation @ 1% of on the tendered cost of the work 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 remove and re-execute the work or remove an replace with other the materials or articles complained of as the case may be at the risk and expense in all respect of the contractors.

CLAUSE 15: Works to be opened to inspection

All work under or in course of execution or executed in pursuance of the contract shall at the 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 his subordinate to visit the works shall have been given to the contractors, either himself be present to receive orders and instructions, or have a reasonable agent duly accredited in writing present for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they have been given to the contractor himself.

**CLAUSE 16: Notice to be given before work covered up**

The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his 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 dimensions thereof be taken the same is so covered up or placed the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer - in - charge or his subordinate in-charge of the work shall within the aforesaid period of seven days<sup>12</sup>

inspect the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given of the Engineer-in-charge's consent being obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed.

**CLAUSE 17: Contractor liable for damage done for imperfection noticed within the prescribed maintenance period after the certificate**

If the contractor or his work people or servants shall break, deface, injure, or destroy any part of building in which they may be working or any building, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land or cultivated ground contiguous to premise 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 other than work costing Rs. 20,000 and below after a certificate final or otherwise of its completion have been given by the Engineer-in-charge, as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in the behalf make the same good as 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 thereafter may become due to the contractor or from his security deposit (except the portion pertaining to as phallic work which in governed by sub Para (iii) of clause 35) or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor (except the portion pertaining to as pathetic work which is governed by sub-Para 3rd of clause 35) shall not be refunded before the expiry of 6 months (six months) in the case of any work other than road work costing Rs. 20,0000 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 which ever is later: Provided that in the case of road work in the opinion of Engineer-in-charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contact half of the security deposit will be refundable after 3 months and the remaining half after 6 months of the issue of the said certificate of completion or after the final bill has been prepared and passed which over is later.

**CLAUSE 18 : Contractor to supply on paints, ladders, scaffolding etc.**

The contractor shall supply and provide at his own cost all material (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 not or which may be necessary for the purpose of satisfying or complying with the requirements 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 therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons 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 the work or materials. Failing his so doing the same may be provide by the Engineer-in-charge at the expense of the contractor and the expense may be deducted from money due to contractor under the

contract and or from his security deposit or the proceeds of sale thereof or of a sufficient portions thereof.

CLAUSE 18 A: In every case in which by virtue of the provision of section 12, sub section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to workman employed by the contractor, in execution of works, Government will recover from the contractor the amount of compensation so paid; and without prejudice to the rights of the Government under section 12, sub-section (2) of the said Act, Government 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 Government to the contractor whether under his contract or otherwise Government shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable consequence of contesting such claim.

CLAUSE 18 B : In every case in which by virtue of the provision of the contract, Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition ) H.P. Rules 1974 Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under Rules framed by Government from time to time for the protection of health and sanitary arrangement for workers, employed by IPH contractors. Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and with under Section 20, sub section (2) and Section 21, sub section (4) of the Contract Labour (Regulation and Abolition) Act 1970, Government shall be at liberty to recover such amount or any part thereof deducting it from security bound to contest any claim made against it under section 20 , sub section (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 Government full security for all cost for which Govt. might become liable in consisting such claim.

#### CLAUSE 19 : Labour

The contractor shall obtain a valid license under the contract labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) H.P. rules 1974 before the commencement of the work and continue to have a valid license until the completion of work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract rising out of the resultant non-execution of the work. 13

#### CLAUSE 19A : Fair wages clause

No labourer below the age of eighteen years shall be employed on the work, no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wages of work man.

#### CLAUSE 19B : Payment of wages to Labourers :-

(a) The contractor shall pay not less than fair wages to laborers engaged by him on the work, as per fair wages fixed by the Government from time to as indicated below :- Fair wages shall be applicable as notified by the H.P. Govt. and applicable on the date of opening of the tender. The rates will be uniformly applicable to all areas including backward & tribal areas of State w.e.f. 1-1-94 in continuation of the office letter No. PWE-74-15(MWV95-ES-III-2118-2217 dt. 7-3-95 and even file No. 20029, 20128 dt 19-2-95 a copy of notification No. Sharan (A) 4-27/93 II dated 26-11-96 from the deputy Secy. (Lab) to the Govt. of HP Shimla-2. This has the approval of the Finance Deptt. obtained vide their Dy. No. 30 dt 28-2-95 as conveyed by the commissioner-Cum-Secretary (PW) to the Govt. of H.P. Shimla vide his letter No. PW (A)-C-(5) 1/95 dt. 7-3-95, Fin(PR)B(7)-15/98 dt. 13-8-98, Fin(PR)B(7)-15/98 dt. 22/9/2001, Fin(PR)B(7)-15/98-II dt. 29/7/2002 & Fin(PR)B(7)-15/98-II dt. 18/8/2003 Principal Secretary (Finance) to the Govt. of H.P. Shimla Revision of Rates Notification No. FIN (PR) B (7) - 33/2010-III . dated 7/9/2010.

Revised Wages

Category of Worker

(in Rs.) Per day

Beldar (Mazdoor/Casual Labourer), Mate, Cook, Mali, T.Mate (Electrical), Chowkidar, Helper, Sweeper, Cleaner, Sewerman, Khalasi, Electrical Beldar, Bhisti, Store Attendant, Laboratory-Attendant, Pump Attendant, Boat Man, Process Server, White Washer, Syce, Peon, Frash,

Chainman, Unskilled Labourer Quarry Man, Jumper Man, Driller, Sprayman, Assistant Saw Mill Operator, Feller (Garani), Loggar, Dresser (Pachani), Climber (Looper), Zoo Animal Attendant, Fire Watcher, Grinder for Chips Flooring, Calliperman, Misc. Labourer, Charcoal Burning Labour, Pipe Lineman, Survey Khalasi, Bill Distributor, Ferro-Khalasi, Water Guard, Stone Dressor, Keyman, Assistant Fitter, Valueman, Library Attendant (Class-IV).

120.00

Upholster, Carpenter (Grade IV), Fireman, Pump Operator-Cum-Helper, Plumber 2nd Class. Field Assistant-cum-Operator.

129.00

Painter 2nd Class, White Washer, Bar Binder, Sawyer (Charani) , Muleteer.

132.00

Cane man.

141.00

Security Guard.

144.00

Telephone Attendant, Electrical Mistry, Refrigerator Mechanic, Fitter Grade-II, Fitter Grade-I, Turner, Fitter Structural, Black Smith, Welder, Mechanic, Electrical Charge man, Pump Operator, Sand Plant Operator, Operator, Driver Oxygen Plant, Hot Mix Plant Operator, Plumber Grade-II, Plumber Grade-I, Mason Grade - II, Mason Grade-III, Painter Grade-I, Blastman Grade-II, Floor Finisher, Pipe Fitter Grade - II, Motor Mate Grade - I, Earth Work Mistry, Work Inspector, Ferry Inspector, Store Munshi, Forest Guard, Receptionist, Lab Assistant, Electrician-II, Electrician Auto, Air Compressor Operator, Operator, Carpenter Grade-III, Complaint Clerk, Assistant Operator, General Operator, Telephone Operator, Road Inspector, Work Supervisor, Store Clerk, Store Keeper, Water Works Clerk, Patwari, Cinema Projector Operator, Computer, Plumber, Data Entry Operator, Electrical Mistry, Tailor, Clerk, Saw Mill Operator, Work Mistry, Wireman, Assistant Pump Operator, Price Store Ledger Clerk, Bill Clerk, Meter Reader, Assistant Store Keeper, Lab. Technician, Instrument Mechanic, Fitter Mechanic, Loader operator, Charge man, Gatekeeper, Steno-Typist, Library Assistant, Book Binder, Table Master, Dark Room Assistant, Library Attendant ( Class-III).

153.00

Driver (Tractor/Jeep/Car/Truck/Buldozer/ Road Roller) Driver Shawal, Stone Chisler, Carpenter 2nd Class (Forest Department), Masson 2nd Class (Forest Deptt.), Painter 1st Class (Forest Deptt.), Distemperer (Forest Deptt.), Lineman.

164.00

Junior Draftsman (Tracers), Junior Scale Steno, Agriculture Extension Officer, Ship Modeling Instructor, Surveyor, Electrician Grade-I, Driller, Assistant Driller, Pipe Fitter Grade-I, Mason Grade - IV, Diesel Automechanic, Black Smith Grade - V, Carpenter Grade – II

192.00

Junior Tailoring Mistress, Meson 1st Class (Forest Deptt.), Carpenter Grade-I, Assistant Chemist, Foreman, Assistant Foreman, Carpenter (1st Class) (Forest Deptt.).

217.00

Investigators, Auction Recorder, Computer Operator  
Instructors.

239.00

Junior Engineer, Draftsman, Draftsman (Arch. Wing), Coach.

288.00

Hydrologist

336.00

Sd/-

Deputy Secretary (Fin - PR)  
to the Govt. of Himachal Pradesh

(b) The Contractor shall not withstanding the provisions of any contract to the contrary cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by his subcontractors 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 complied with the Himachal Pradesh Public Works Department Contractors Labour Regulation made by Government from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made maintenance of wage books of wage slips publication of scale of wages and other terms of employment , inspection and submission of periodically return and all other matters of a like nature of as per the provision of the Contract

Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) H.P. Rules 1974 wherever applicable.

(d) The Executive Engineer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or observance of the regulation.

(e) The Contractor shall comply with the provisions of the payment of Wages Act 1936 Minimum Wages Act. 1936 Minimum Wages Act. 1948 Employees Liability Act. 1938 Workmen's Compensation Act. 1923 industrial Disputes Act 1947. Maternity Benefit Act 1961 interstate Migrant Workmen (Regulation of Employment and Condition of Service ) Act. 1979

(f) The contractor shall indemnify Government against payments to be made under and for the observance of the Laws aforesaid and the IPH. Contractors Labour Regulations without prejudice to his right to claim indemnity from his sub Contractors.

(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.

(h) Under the provision of the Minimums Wages Act. 1948. Pradesh Administration Minimum Wages Rules 1978 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days in the 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 holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the Executive Engineer or Assistant Engineer concerned.

CLAUSE 19C : In respect of all labour directly or indirectly employed in the work for 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 facilities in connection 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 Engineer in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D : The contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month, respectively (1) the number of labourers employed by him on work (2) their working hours, (3) wages paid to them, (4) 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 Government a sum not exceeding Rs. 50 for 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.

CLAUSE 19 E: Health & Sanitary arrangements for workers. :

In respect of labour directly or indirectly employed in the works for the performance of contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Himachal Pradesh Public Works Department and its contractors.

CLAUSE 19F. : Maternity Benefit Rules for female workers employed by Contractors.

Leave and pay during leave shall be regulated as follows:

1. (i) In case of delivery maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.

(ii) In the case of miscarriage upto 3 weeks from the date miscarriage.

2. Pay : (i) In case of delivery: Leave pay during maternity leave will be at the rate of workman's average daily earnings 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 seventy-five paise a day whichever is greater.

(ii) In case of miscarriage leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time works was done during a period of 3 months immediately preceding the date of such miscarriage. 15

3. Condition for grant of maternity leave: - benefit shall be admissible to 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.

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

REGISTER OF MATERNITY BENEFIT (Clause 19-F of the Conditions of Contract)

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

Name and location of the work.....

Name of employee	Father's/Husband's Name	Nature of employment	Period of Appointment	Date on which notice of confirmation given
1	2	3	4	5

Date of delivery/miscarriage	Date on which maternity leave commenced	In case of ended	In case of miscarriage	
			commenced	ended
6	7	8	9	10

Leave pay paid to the employees in case of delivery and rate of amount		in case of miscarriage rate of leave amount pay	
Leave	Paid	Leave	Paid
11	12	13	14

Specimen from the register regarding maternity benefit admissible to the contractor's labour in Himachal Pradesh Public Works Department:-

1. Name of work.
2. Name of contractor

3. Designation.
4. Date of appointment.
5. Name of woman and her husband's name.
6. Date with months and years in which she is employed.
7. Date of discharge, dismiss, if any.
8. Date of production of certificate in respect of pregnancy.
9. Date on which the woman inform about the expected delivery.
10. Date of delivery/miscarriage/death.
11. Date of production of certificate in respect of delivery/miscarriage.
12. Date with the amount of maternity/death benefit paid in advance of expected delivery.
13. Date with the amount of subsequent payment of maternity benefit.
14. Name of the persons nominated by the woman to receive the payment of the maternity benefit after her death.
15. If woman dies, the date of her death, the name of the person to whom maternity benefit amount paid, the  
Month thereof and the date of payment.
16. Signature of the contractor authenticating entries in register.
17. Remarks columns for the use of inspecting Officer.

CLAUSE 19 G: In the event of the contractor(s) committing a default or breach of any of the provisions of the Himachal Pradesh Public Works Department Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability to pay to the Government a sum not exceeding Rs. 50 for every default, breach of furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/- per day each day of default subject to a maximum of 5 percent of the tendered cost of the work. The decision of the Engineer-in-charge shall be final and binding on the parties. 16

Should it appear to the Engineer-in-charge the contractor(s) is/are not properly observing and complying with the provision of the IPH. Contractor Labour Regulations and Model Rules and the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (R &A) H.P. Rules 1974 for the protection of health and sanitary arrangements for work people employed by the Contractor(S) (hereinafter referred as "the said rules") the Engineer-in-charge shall have power to give notice in writing to the Contractor(s) requiring 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 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 the power to provide the amenities herein before mentioned according to approved standards and at the cost of contractor(s) . The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with 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 wiring to the Contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the contractors) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standard within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standard at the cost of the contractor(s)

CLAUSE 19 H: The contractor(s) shall at his/their own cost provide his/their labour with sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-charge.

1 (a) The minimum height of each hut at the eye level shall be 7 feet and the floor area to be provided will be at the rate of 30 sq. feet for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition, construct suitable cooking places having a minimum area of (6'x5") adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of labourers and 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 of every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

2 (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun dried bricks, the wall should be plastered with mud gobri on both sides. The floor may be kutchra but plastered mud gobri and shall be at least 6 inches above the surrounding ground. The roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 8 feet between the rows of huts which may be reduced to 20 feet according to the availability of the site with approval of the Engineer-in-charge, back to back construction with 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 wholesome water per head per day drinking purposes and 3 gallons of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts 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 and available shall pay all fees and charges therefore.

4. The site selected for the camp shall be high ground, removed from jungle.

5. Disposal of Excrete: - The contractor(s) shall make necessary arrangements for the disposal of excrete from the latrines by trenching or incineration which shall be according to the requirements laid down by the local health authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excrete through the Municipal Committee /Authority and inform it about the number of labourers employed so that arrangement may be made by such Committee/Authority for the removal of excrete. All charges on this account shall be borne by the contractor and paid direct by him to municipality/Authority. The contractor shall provide one sweeper for every eight seats in case dry system.

6. Drainage: - The contractor(s) shall provide efficient arrangement for draining away salvage water so as to keep the camp neat and tidy.

(7) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently 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 rules of the local public health and medical authorities.

CLAUSE 19 I: The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or person in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements .

CLAUSE -19J: It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction and to hand over to the Engineer-in-charge vacant possession of complete building. If such building through 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 in levy upto 5% of the estimated cost put to the tender may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum.

However, the Superintending 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 provisions of the Minimum Wages Act, 1948 Contract labour (Regulation & Abolition) Act 1970 and, rules framed there under and other labour laws, affecting contract labour that may be brought into force from time to time.

CLAUSE 21: Works not to be sublet contract may be rescinded and security deposit for intended for subletting bringing or if contractor becomes insolvent.

The contract shall not be assigned or sublet the entire work or part thereof without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempt so to do, 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 his servants or agents to any public officer or person in the employ of Government 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 Governor of Himachal Pradesh shall have power to adopt any of the courses specified in clause 3 as he may deem best suited in the interest of Government and in the event of any of these courses being adopted the consequences specified in the said clause 3 shall ensure.

CLAUSE 22: Sum payable by way of compensation without reference to actual loss.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss of damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23 : Charges in constitution

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 a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partners partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approvals 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 the same consequences shall ensure as provided in the said clause 21.

CLAUSE 24 : Works to be under direction of Engineer-in-charge

All works to be executed under the contract shall be executed under the direction and subject 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 and they are to be commenced and from time to time carried on.

#### ARBITRATION CLAUSE

CLAUSE 25 : Settlement and disputes by arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here-in-before mentioned and as to the quality of workmanship of 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, instructions, 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 works or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Engineer-in-charge/Chief Engineer; Himachal Pradesh Public Works Department. It will be no objection to any such appointment that the arbitrator so appointed is a government servant, that he had to deal with the matters to which the contract relates, and that in the course of his duties as Government servant he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason to Engineer-in-charge/Chief Engineer, Himachal Pradesh Public Works Department, at the time of such transfer vacation of office or inability to act shall appoint another person to 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 term of this contract that no person other than a person appointed by the Engineer-in-charge/Chief Engineer Himachal Pradesh Public Works Deptt. Should act as arbitrator and, if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a terms of the contract that if the contractor(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the information from the government that the bills are ready for payment the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims .

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

**CLAUSE 26 : Patent rights**

The contractor shall fully indemnify the governor of Himachal Pradesh against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims, made under or action brought against Government in respect of any such matters as aforesaid the contractor shall be at liberty, at his own expense to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Governor, of Himachal Pradesh 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 27 : Lump sum in estimates**

When the estimate on which a tender is made includes lump sums in respect of parts of the works the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items or if the part of the work in questions is not , in the opinion of the Engineer-in-charge payable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of the clause.

**CLAUSE 28 : Action where no specification**

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 specification and in the event of there being no district specification, then in such case the work shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-charge.

**CLAUSE 29 : With holding and lien in respect of sums claimed**

(1) Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole , the security deposit of the contractor and to seal any Government promissory notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor , the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government no demand the balance remaining due.

(2) Government shall have the 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 bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract 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 overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible, and if it is found that the contractor was paid less than what 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 Government to the contractor.

Provided that Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer of Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for works after assessment by the Superintending Engineer or the Executive Engineer.

**CLAUSE : 29 A : A lien in respect of claims in other contracts**

Any sum of money due and payable to the contractor (including the same security deposit returnable to him under the contract may be withhold or retained as such by the Engineer-in-charge or the Government or any other contracting person or persons through Engineer-in-charge against

any claim of the Engineer-in-charge or Government or such other person or persons. In respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-charge or the Government or with such other person or persons.

It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-charge or the Government will be kept with held or retained as such by the Engineer-in-charge or the Government or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by arbitrator (if the contract is governed by arbitration clause) or by the competent authority as the case may be and that the contractor shall have no claim for interest or damage whatsoever on this account on any other ground in respect of any sum of money withhold or retained under the clause and duty notified as such to the contractor.

CLAUSE 30 : Prohibition against the employment of coal mining or controlled area labour.

The contractor shall not employ coal mining or controlled area labour failing under any category whatsoever in or on connection with the work or recruit-labour from area within a radius of 20 miles of the controlled area. Subject as above the contractor shall employ imported by labour only i.e. depot imported labour or labour imported by contractors from areas, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-charge is being coal mining or controlled area labourer failure to do so shall render the contractor liable to pay to the Government19

a sum calculated at the rate of Rs. 10 per day per labour the certificate of the Engineer-in-charge about the number of coal mining or controlled area labour and the number of days for which they work shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning if the exception of section 74 of Indian Contract 1872.

CLAUSE 31: Condition relating to the supply of water

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

(i) That the water used by the contractor(s) shall be fit for construction purpose to the satisfaction of the Engineer-in-charge.

(ii) The Engineer-in-charge shall made alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-charge, unsatisfactory.

CLAUSE 31 A: Unfiltered water if available will be supplied to the contractor by the department subject to the following condition: 1. The water charge @ one and half percent shall be recovered on gross amount of the work done.

2. The contractor(s) shall make his/their own arrangement of water connection and the laying of pipes lines from existing mains or source of supply.

3. The department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Govt. water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32: (i) Where there is no pipe water supply arrangement and the water is taken by the contractor from the wells or hand pumps, constructed by the Government no charge shall be recovered from contractor on that account. The contractor shall however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps well are intended. He will also be responsible for all damage and abnormal repairs arising out of his use the cost of which shall be recoverable from him. The Engineer-in-charge shall be the final authority to determine the cost recoverable from the contractor on this account.

(ii) The contractor shall be allowed to construct temporary well in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangement to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction 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 the clauses of this contract, where any material for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or license issued by Government the contractor shall hold the said material economically and solely for the purpose of the contract and not dispose of them without the permission of the Government and return, if required by the Engineer-in-charge all surplus or unserviceable material that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid for 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 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 action for contravention of the terms of the licenses or permit an/or for criminal breach of trust be liable to Government for all moneys, advantages or profits resulting of which in the usual course would have resulted to him by reason of such breach.

#### HIRE CHARGES OF PLANTS AND MACHINES

CLAUSE 34 : Return surplus material

(a) The following plant and machinery required for the work will be issued to the contractor on hire on conditions given below

Sr. No.	Description	Hire charges	
		Per day	per hour
1	2	3	4
i)			
ii)			

(b) Plant and machinery when supplied shall be made over and taken back at the departmental equipment shed at.....and the contractor shall bear cost of their carriage from the shed to the site of work and back.

The contractor shall be responsible to return the plant and machinery with condition 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 in operation and otherwise during transit including damage to or loss of plants and for all losses due to his failure to return the same soon after the completion of the work which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this and regard and his decision shall be final and binding on the contractor.

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

(d) The hire charges shall be recovered at the prescribed rates from the contractor from and inclusive of the date of the plant and machinery is made over upto and inclusive of the date of its return in good order. Even though the same may be not have been working for any cause except for major breakdown due to no fault of the contractor of fully 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. The Engineer-in-charge shall record the date and time of receipt or such intimation in the log sheet of the plant or machinery. Based on this if the breakdown will be computed considering half a days on the day of complaint, if the breakdown occurs in the *past* lunch period of complaint. The period of major breakdown will be commutated starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final.

(e) The hire charges shown above are for each days 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 work.

(f) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes and steam coal not exceeding 1.25 quintals to light up the steam road 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 damage 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 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 at his direction allow the plant and machinery to be worked for more than normal period of 8 hours a day in that case the hourly hires charges for overtime to be borne by the contractor shall be 50% more that the normal proportionate hourly charges (1/8th of the daily charges) subject to minimum of half day a normal charges on any particular day. For working out hire charges for overtime a period of half an hour and above will be charges as one hour and a period of less than half an 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 a labour and water that may be required to wash out of steam rollers. 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 machinery once issue to contractor shall not be returned by him on account of lack arrangements of labour and materials etc. On his part, the same will be returned only when they required major repairs or when in the opinion of the Engineer-in-charge the work or portion of work for which the same was issued is completed.

Recovery on account of hire charges for road roller shall be made for the minimum number of days worked out on the assumption that a roller can consolidated per day and maximum quantity of material areas of surfacing as noted against each in the annexed statement (see attached annexure).

(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 or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book and decision of the Engineer-in-charge shall be final and bind 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 consolidated per day and maximum quantity of material , area of surfacing as noted against each in the annexed statement (See attached annexure)

(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) In the case of road rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as in done in case of departmental rollers maximum quantity of any times to be consolidated for such roller day shall also be same as in Annexure to Clause 34 (i)

For less use of Rollers, recovery for the less rollers days shall be made at the stipulated hire issue rate.

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

#### SUPPLY OF CONCRETE MIXER ON HIRE

1. Mechanical concrete mixtures for mixing the mortar and concrete will be supplied by the Government, if any available and if so required by the contractor and contractors shall bear the cost of its cartage from the store to the site of work and back.

2. The mixer shall be made over and taken back at the mixer shed and hire charges shall be recovered at Rs.....per day from the date the mixer is made over to the date of its return irrespective of is being put into use or not<sup>21</sup>

except for the major break-down during which period charges shall not be recovered. The breakdown for a period for full day or more shall be considered as major break down. The certificate of the Engineer-in-charge for the period of break down shall be final binding on the contractor.

3. The contractor shall have to engage a full time chowkidar for watch and ward of the concrete mixer and shall be responsible for its safety. The chowkidar for safe guarding the road roller shall be employed by the contractor when those are hired out to him and they shall sign an agreement indemnifying the department against any loss or damage caused to the machine either during the transit at the site of work.

#### CLAUSE 35 : Conditions relating to use of as phallic materials

(i) The contractor undertakes to make arrangements for 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 formulas , 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 the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment or portion of work , a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be made and the materials return to the contractors. Although the materials are hypothecated to Government the contractor undertakes the responsibility for these proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without 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 security deposit relating to as phallic work shall be refunded after the expiry of this period.

CLAUSE 36 : The contractor shall employ the following technical staff during the execution of this work:

(i) For building and road works: One qualified Engineer/Junior Engineer/Supervisor having experience of five years.

The contractor may be asked to give the name and other details of the Graduate Engineer/Diploma Holder Junior Engineer whom the intends to employ/under employment of the work.

The contractor should give a certificate to the effect that the Engineer/Diploma Holder Junior Engineer is exclusively in his employment.

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

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 2000/- (Rupees two thousand only) for each month of default in the case of Graduate Engineer and Rs. 2500/- (Rupees two thousand and five hundred only) for each month of default in the case of qualified Diploma Holder (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.

(2) For sanitary and Water Supply Works: The contractor shall employ the following technical staff during the execution of the work:

One qualified Junior Engineer with an experience of not less than five years out of which at least one year should be Sanitary Engineering or Water Supply Works when the tendered costs of work to be executed is more than Rs. 25,000/- only.

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

In case the contractor fails to employ the technical staff aforesaid he shall be liable to pay reasonable amount not exceeding Rs. 7,000/- 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 amount shall be final and binding on the contractor as the amount and the contractor's liability to pay the said amount.

CLAUSE 36 A : "The contractor shall comply with provisions of the Apprentices Act 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and its superintending Engineer may, in his discretion cancel the contract, the contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act"

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.

#### SALES TAX CLAUSE

CLAUSE 38 : (i) States tax or any other tax on materials in respect of this contract shall be payable by contractor and Government shall not entertain any claim whatsoever in this respect, 2% sales tax on Gross amount of work done will be recoverable from all bills as per provision of Sales Tax Act. Such deduction will be subject to finalization by the Sales Tax Authority in accordance with the Act.

#### TIMER CLAUSE

(ii) In pursuant to or under any law such notification or order any royalty, cost fee or the like becomes payable by the Government of Himachal Pradesh and does not at any time become payable by the contractor, to the State Government. Local authorities in respect of any material used by the contractor in the work, then in such case it shall be lawful for the Government of Himachal Pradesh and it will have right and be entitled to recover the amount paid in the circumstances as aforesaid, from the dues of the contractor. 22

CLAUSE 39 : Without prejudice to any of the rights or remedies under this contract, if the contractor dues, the Executive Engineer on behalf of the Governor of Himachal Pradesh shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 : The contractor shall not be permitted to tender for works in Himachal Pradesh Works Department Division (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between grades of superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the name of person who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted Officer in the Himachal Pradesh Public Work Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of the contractors of this department.

*Note : By the terms relatives; is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding-in-laws.*

CLAUSE 41 : No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an Public Works Department of Himachal Pradesh Government is allowed to work as a contractor for a period of two years of his retirement from Government Service without the previous permission of Himachal Pradesh Government. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Himachal Pradesh Government as aforesaid, before a 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 material 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, if by a notice in writing under his hand, he shall so require. Credit for such

material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage charge, levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from, they were issued.

(ii) After the completion of the work the theoretical quantity of cement to be used in the work shall be calculated on the basis of IPH., statement showing quantity of cement to be used in different items of work provided in the H.P. schedule of rates or in case of non schedule items, it shall be calculated on the basis of standard formula laid down by Superintending Engineer or the concerned Circle.

Over this theoretical quantity of cement shall be allowed a variation upto 5% plus/minus for works the tends red cost of the work not more than Rs. 2 lakhs; upto 4% plus/minus for works the tendered cost of the work is more than Rs. 2 lakhs upto Rs. 5 lakhs and upto 3% plus/minus for works tendered cost of the work is above 5 lakhs.. The difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorize variations, if not returned by the contractor, shall be recovered at twice the issue rate including storage charges, 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 ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

(iii) The provision of the foregoing sub-clause shall apply in the case of steel reinforcement of structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by the Engineer-in-charge, including authorized lap-pages, plus 5% wastage due to cutting into places. Over this theoretical quantity, plus 5% and minus 4% shall be allowed as variations due to wastage being more or less.

(iv) After the completion of the work, the actual quantity of cables (other than under-ground cables)wires, conduits /G.I. pipes, G.I./M.S. sheets used in the various items of work shall be calculated on the basis of the measurements recorded in the Measurements Books for purposes of payment and for assessing the consumption of materials used in works. Over this quantity a variation of 5% plus half be allowed for wastage of materials during execution in case of cables (other than underground cables), Wires, conduit pipes/G.I. pipes and 10 percent plus in case of G.I./M.S. sheets. The difference in quantity of material actually issued to the contractor and the quantity recorded in the Measurement Book including the authorized variation as stated above is not returned by the contractor shall be recovered at twice the issue rate including storage charges and cartage to site without prejudice to the provision of the relevant conditions regarding return of materials governing the contract.

(v) The provisions made above are without prejudice the right of the Government to take action against the contractor under the condition of the contract for not doing the work according to the prescribed specification.

(vi) After the completion of the work, theoretical quantity of bitumen to be used on work shall be calculated on the basis of IPH.'s statement showing quantities of bitumen to be used in different items of work H.P. Schedule of Rates are in respect of agreement which do not provide for or authorized application of H.P. Schedule of the theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula as laid down by Superintending Engineer of the concerned circle. Over the said theoretical quantity of bitumen , a variation upto plus (excess) 2-1/2 percent shall be allowed.

The agreement which provide for free supply of bitumen , the value or price of the difference in the quantity of bitumen actually issued to contractor and the theoretical quantity including the above mentioned authorized variation if not returned by the contractor shall be recovered at twice the issue rate of Rs. .... per M.T. i/c storage charges without prejudice to the relevant conditions in the agreements regarding return of materials. In the event of it being discovered the quantity of bitumen used by the contractor is less than the quantity calculated in the manner23

aforesaid, there shall be no recovery for less use of bitumen (no variation on the lower side shall be allowed). The cost of the quantity of bitumen no so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charge thereof upto side.

The agreement which provides for supply of bitumen at a fixed rate, 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 authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate of bitumen plus cartage to site including storage charges thereof without prejudice to the relevant conditions in the agreements 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 of bitumen calculated in the manner aforesaid (no variation on the lower side shall be allowed) the cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage thereof upto site. This is without prejudice to declaration of substandard nature of the work done.

CLAUSE 43 : The percentage referred to at page (2) of the tender will be deducted from/added to the gross amount of the bills for work done.

CLAUSE 44 : Pertaining to damage to works in consequence of hostilities of war like operations.

The work (Whether fully constructed or not) and all materials, machine tools and plants, scaffolding, temporary buildings and other things connected there with shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged 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 store all serviceable materials salvaged from the damage work and shall be paid at the contract rates in accordance with provisions of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for the re-construction of all works ordered by the Engineer-in-charge such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works 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 Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damage destruction suffered and for the restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of this agreement. The certificate of the Engineer-in-charge regarding the quality and quantity of material and purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war like operation(s) unless the contractor had taken all such precautions against Air Raid as are deemed necessarily by the A.R.P. Officers of the Engineer-in-charge, (b) for any materials, etc. not on other site of the work or for any tools and plant, machinery, scaffolding temporary building and other thing not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed which extension of time for its completion as is considered reasonable by the Executive Engineer.

CLAUSE 45 : The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and order issued there under from time to time, if he fails to do so his failure will be a breach of the contract and the Superintending Engineer may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

CLAUSE 46: The contractor shall deposit royalty and obtain necessary permit for supply of the Bajri, Kankar etc from local authorities.

(i) The contractor will produce a certified copy from the industries department that the royalty has been paid by him on account of excavation of stone and sand from other than PWD, roads or alternatively recovery of the material excavated and utilized in the construction as per the billed quantities shall be recovered by the department.

(ii) The contractor shall have to purchase the timber to be used on works from authorized dealer/agency and he would produce necessary receipts/vouchers as a proof before releasing the payment or the wood-work.

CLAUSE 47 : Security deposit will not be re-funded till clearance certificate from Labour Officer is obtained by the contractor.

Signature of contractor

Signature of the Executive Engineer  
For and on behalf of the Governor Himachal

Form IV  
ATTENDANCE-CUM-WAGE CARD

Card No. : \_\_\_\_\_ Dated: \_\_\_\_\_  
Name of Contractor : \_\_\_\_\_ Name of worker : \_\_\_\_\_  
Name of Work : \_\_\_\_\_ Address : \_\_\_\_\_  
Designation : \_\_\_\_\_ Rate of Wage : \_\_\_\_\_

Date	Attendance	Signature of person marking attendance	Remarks
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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) Wages period.
- (e) total amount not paid.
- (f) Reasons for not making payment.
- (g) How the amount of unpaid wages was unutilized.
- (h) 'Acquaintance with dates.

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 labourer who met with accident.
- (b) Rate of wages
- (c) Sex.
- (d) Age.
- (e) Nature of accident and cases of accident.
- (f) Time and date of accident.
- (g) Date and 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 Workman's Compensation Act.
- (l) Date of payment of compensation.
- (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 deductions which may be made from wages. (i) The wages of a worker shall be paid to him without any deduction of any kind except the following :

- (a) Fines.

TO BE ADDED TO SECTION 9(A) IPH. CONTRACTOR LABOUR REGULATIONS

List of acts and omission for which fine can be imposed :

1. Willful in subordination or disobedience, whether alone or combination with another.
  2. Theft, fraud or dishonesty, in connection with contractors business or property of the H.P.IPH
  3. Taking or giving bribes or any illegal gratifications.
  4. Habitual late attendance.
  5. Drunkenness, fighting victims, or disorderly or indifferent behavior
  6. Habitual negligence.
  
  7. Smoking near or around the area where combustible or other materials are locked.
  8. Habitual indiscipline.
  9. Causing damage to work in progress or to property of Himachal Pradesh Public Works Department or of the contractor.
  10. Sleeping on duty.
  11. Malingering or slowing down work.
  12. Giving of false information regarding name, age, father's name.
  13. Habitual loss of wage cards supplied by the employers.
  14. Unauthorized use of employers property of manufacture or making of unauthorized article at the work place.
  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 establishments.
  18. Any unauthorized divulgence of business affairs of the employees
  19. Collection or canvassing for the collection of any money within the premises of any establishment unless authorized by the employer
  20. Holding meeting inside the premises without previous sanction of the employer.
  21. Threatening or intimidating any workmen or employer during the working hours within the premises.
- (b) Deductions for damage to or loss of goods especially entrusted to the employed person for custody, or for loss money or any other deduction shall be in proportion to the period for which he was absent .
- (c) Deductions for damage to or loss of goods especially entrusted to the employed person for custody, or for loss money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in register.
- (e) Any other deduction which the Himachal Pradesh Government may from time to time allow .
- (ii) No fine should be imposed on any worker same in respect of such acts and omission on his part as have been approved of by the Chief Labour Commissioner or any other person authorized by the Himachal Pradesh Government.
- (iii) No fine shall be imposed on any worker and no deduction for damage or loss shall made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (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 paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment 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 the act or omission in respect of which it was imposed.

(10) Register of fines etc : (i) The contractor shall maintain a register of fines and register of deductions for damage or loss in forms No. 1 & 2 respectively which should be kept at the place or work.

(ii) The contractor shall maintain both in English and the local Indian Language list approved by the Chief Labour Commissioner or any other person authorized by Himachal Pradesh Government clearly stating the acts and commission for which penalty your fine may be imposed on a workmen and display it in a good condition in a conspicuous place in the work.

11. Preservation of Register : The wages book, the wage slips , the register of unpaid wages, the register of accidents, the register of fine, deductions required to be maintained under these regulations shall be preserved for 36 months after the date of the last date entry made in them and shall be made available for inspection by the Engineer-in-charge, Labour Welfare Officer or any Officer authorized by the Himachal Pradesh Government in this behalf.

12. Power of Labour Welfare Officer : To make investigation or inquiry the welfare officer or other persons authorized by Himachal Pradesh Government on their behalf shall power to make enquiries with a view to ascertaining enforcing and due and proper observance of the fare wages clause and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard top sub-provision.

13. Report of labour Welfare Officer : The labour Welfare Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the default has committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned in case an appeal is made by the after the Regional Labour Commissioner has given his decision on such appeal.

The Executive Engineer shall arrange payments to the labourers concerned with 45 days from the receipt of the report the Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

14. Appeal against the decision of the Labour Welfare Officer : Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Regional Labour Commissioner concerned with in 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 of the Officer shall be final and binding upon the contractor .

15. Prohibition regarding representation through Lawyer : (i) A workmen shall be entitled to be represented in any investigation or enquiry under these regulations by :

(a) An Officer of a registered trade union of which he is a member.

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

(c) Where the worker is not a member of any registered trade union, by an officer of registered 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 an enquiry under these regulation by :

(a) An officer of any associations of employer of which he is member.

(b) An officer of a federation of association employers to which the association 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 or employer, 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 a legal practitioner in any investigation or enquiry under these regulations.



*N.B. : If the worker is employed both on piece and the rates relevant entries in each case should be made separately.*

Annexure to clause 34 (j) showing quantities of materials for areas of surfacing to be considered for working out the minimum period for which the charge to be recovered.

Sl. No.	Materials surfacing	Quantity or area
1	2	3
1.	Earth sub-grade	20,000 C.ft.
2.	Stone soiling 6" to 9 " thick	6,000 Cft.
3.	Brick soiling 4-1/2" to 7-1/2" thick	8,000 Cft.
4.	Wearing costs of stone ballast 3" to 4"-1/2" thick	1,000 Cft.
5.	Wearing cost of brick ballast 3" to 4-1/2" thick	2,000 Cft.
6.	1/4 inch thick red bajri spread and consolidated with road roller	20,000 Sft.
7.	Painting one cast first coat with stone grit 1/2 inch gauge @ 5 to 5-1/2 Cft/100 Sft. and hot bitumen	10,000 Sft.
8.	Painting two coats first coat with stone grit 1/2 inch gauge @ 5 Cft. per 100 Sft. with binder and second coat with stone grit 3/8 inch gauge @ 3-1/2 Cft./ 100 Sft. and binder being hot bitumen or tar as specified	6,400 Sft.
9.	Repairing with stone grit 3/8 inch gauge @ 3-12 Cft. to 4-1/2 Cft/100 Sft. and hot bitumen or tar as specified	18,000 Sft.
10.	Laying full grouted surface with stone ballast 1-1/2 inch gauge @20/Cft. pre grouting with binder binding with 3/4 in to 1/2 inch gauge grit 3.8 inch gauge @ 3-1/2 Cft./100 Sft the binder being hot bitumen of tar as specified.	5,000 Sft.
11.	Laying Full grouted Surface with stone ballast 2 inches gauge @ 30 Cft./100 Sft. grouting with binder binding with stone grit 3/4 inch to 1/2 inch gauge @ 6 Cft./100 Cft and seal cost of binder and stone grit 3/8 inch gauge @ 3-1/2 Cft./100 Sft. the binder being hot bitumen or tar	5,000 Sft.
12.	3/4 inch thick premix carpet surfacing with stone grit 3/8 inch gauge @ 8 Cft/100 Sft. and binder including tack coat the binder being hot bitumen or tar	10,000 Sft.
13.	1 inch thick premix carpet surface with stone grit 3/8 inch gauge @ 10Cft./100 Sft. and binder including tackcoat binder being hot bitumen or tar as specified	10,000 Sft.
14.	1½ inch thick premix macadam surfacing with stone ballast 1 inch gauge @10 Cft./100 Sft. and bitumen blinding with stone grit ½ inch	6,000 Sft.

- gauge @ 5 Cft./100 Sft. and seal coat of hot bitumen and stone grit  
3/8 inch gauge @ Cft./100 Sft.
15. 2 inches thick premix macadam surface with stone ballast 1 inch gauge  
@20 Cft/100 Sft. and hot bitumen building with stone grit ½ inch gauge  
5,000 Sft.  
at the rate of 5 Cft./100 Sft. and seal coat of hot bitumen and stone grit  
3/8 inch gauge @ 3½ Cft./100 Sft.
16. 1½ inches thick bitumen concrete surfacing with graded stone ballast  
(¾ inches to ¼ inch gauge) @ 12 Cft./100 Sft. Coarse sand @ 6 Cft./  
5,000 Sft.  
100 Sft. and hot bitumen over a tack coat of hot bitumen.
17. 2 inches thick bitumen concrete surfacing with graded stone ballast  
(¾ inches gauge ¼ inch gauge) @ 20 Cft./100 Sft. coarse sand @ 10  
Cft./ 4,000 Sft.  
100 Sft. and hot bitumen over a tack coat of hot bitumen.
18. 2½ inches thick bitumen concrete surfacing with graded stone ballast  
(¾ inches gauge ¼ inch gauge) @ 20 Cft./100 Sft. coarse sand @ Cft./  
3,000 Sft.  
100 Sft. and hot bitumen over a tack coat of hot bitumen.
19. 1 inch thick bitumestic sheet with hot bitumen stone grit ½ inch to 3/8  
inch  
Over @ 5½ Cft./100 Sft. and Badarpur Sand at the rate of 5½ Cft./100 Sft.  
8,000 Sft.  
a tack coat of hot bitumen.
20. 1½ inch thick bitumen sheet with hot bitumen stone grit ½ inch to 3/8  
inch  
over a @8¼ Cft./100 Sft. and Badarpur Sand at the rate of 8¼ Cft./100 Sft.  
6,000 Sft.  
tack coat of hot bitumen.

PROFORMA FOR CEMENT REGISTER

DATE OF RECEIPT	PARTICULARS OF RECEIPT QUANTITY RECEIVED	DATE OF ISSUE OF PROGRESSIVE TOTAL	PARTICULARS OF ISSUE	QUANTITY ISSUED	ITEM OF WORK IN WHICH IS ISSUED	QUANTITY RETURNED AT THE END OF THE DAY
1	2	3	4	5	6	7

DAILY BALANCE CONTRACTOR'S REMARKS	JE'S INITIAL	AE'S INITIAL	AE & EE	PERIOD CHECK
8	9	10	11	12

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE  
EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS**

S.No.	Name	Father's/Husband's Name	Sex	Department	Damage or loss caused with date	Whether worker showed cause against deduction If so enter date

Date amount of deduction Imposed	and Number of installments	Date on which total amount realized	Remarks

Form XIII  
(See Rule 75)  
**REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

Name \_\_\_\_\_ and Address \_\_\_\_\_ of Contractor

Name \_\_\_\_\_ and address \_\_\_\_\_ of establishment Under which contract is carried on

Name \_\_\_\_\_ and location \_\_\_\_\_ of work

Name \_\_\_\_\_ and address \_\_\_\_\_ of Principal Employer

S.No.	Name & surname of workman	Age and Sex	Nature of employment/ designation	Permanent home address of the workman	Village and Tehsil Taluk & Distt.	Local address

Date of commencement of employment	Signature or thumb impression of the work man	Date of termination of employment	Reason for termination	REMARKS

Form XVI  
[See Rule 78 (2) (a)]  
MUSTER ROLL

Name \_\_\_\_\_ and \_\_\_\_\_ Address \_\_\_\_\_ of \_\_\_\_\_ Contractor \_\_\_\_\_  
 \_\_\_\_\_  
 Name and address of establishment Under which contract is carried on  
 \_\_\_\_\_  
 Name and location of work  
 \_\_\_\_\_  
 Name and address of Principal Employer  
 \_\_\_\_\_  
 For the Month of fortnight  
 \_\_\_\_\_

S.No.	Name of Workman	Father's/Husband's Name	Sex	1	2	3	4	5	Dates
Remarks									

Form XVII  
REGISTER OF WAGES  
Address \_\_\_\_\_

Name \_\_\_\_\_ and \_\_\_\_\_ Address \_\_\_\_\_ of \_\_\_\_\_ Contractor \_\_\_\_\_  
 \_\_\_\_\_  
 Name and address of establishment Under which contract is carried On  
 \_\_\_\_\_  
 Name and location of work  
 \_\_\_\_\_  
 Name and address of Principal Employer  
 \_\_\_\_\_  
 For the Month of fortnight  
 \_\_\_\_\_

Sr. No.	Name of Workman	Serial No. in the register of workman	Designation nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece	Basic wages

Dearness Allowance	Over time	Other cash payments payment 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

Wage Card No.

Appendix 'E' (Obverse)  
WAGE CARD

Name \_\_\_\_\_ and \_\_\_\_\_ Address \_\_\_\_\_ of \_\_\_\_\_ Contractor \_\_\_\_\_

Date \_\_\_\_\_ of \_\_\_\_\_ Issue \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ work \_\_\_\_\_ with \_\_\_\_\_ location \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ of \_\_\_\_\_ Workman \_\_\_\_\_

Month/Fortnight \_\_\_\_\_

Rate \_\_\_\_\_ of \_\_\_\_\_ wages \_\_\_\_\_

Morning Rate Evening Amount Initial

Received from \_\_\_\_\_ the sum of Rs.  
\_\_\_\_\_ on amount of my wages.

Signature

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

**GENERAL SPECIFICATIONS AND CONDITIONS**

1. While tendering for the work the contractor is supposed to have seen the site of work and no special claims on account of difficulties arising due the situation of the site will be entertained.

2. The work shall be carried out as per the drawings supplied by the department and as per the instructions of the Engineer-in-Charge. The General specification shall be as per printed IPH. standard specification with up-to-date correction slips except where otherwise specified in description of items given on the schedule of quantities.

3. The contractor shall keep in safe custody all the material issued to him by the department under clause 10 and should not be removed from the "Site of Work" without prior permission of the Engineer-in-Charge.

The contractor shall note that the approved quarries of materials are as under :

Material Quarry Material Quarry

1. Fance Stone	Barog	2. Other Stones	Bhatia
Kufer/Barog			
3. Sand	Barog Deothi	4. Ballast	Barog/Taradevi

4. Hard stone and other materials should be obtained from approved quarries Royalties taxes, Municipal octroi, other incidental charges connected whether with for their supply to the site of work shall be borne by the contractor himself.

5. When any surplus earth is to be disposed of the site where the earth would be disposed of should be got approved from, Engineer-in-Charge in writing before undertaking the work. The disposed of rubbish and melba due to construction work will be the contractor's responsibility and nothing shall be paid extra for this disposal.

6. Owing to difficulty on obtaining certain material in open market the Government have undertaken to supply materials specified on page \_\_\_\_\_ of the tender form at the rates stated therein. There may be delay in obtaining the materials by the department and the contract is therefore to keep himself in touch with day to day position regarding supply of material from Engineer-in-Charge and so adjust the progress of work that his labour may not remain idle nor therefore be any other claim due to or arising from delay in obtaining the material. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.

7. The contractor must ensure before taking delivery of materials from stores that these are in good condition and no claim on account of the materials being defective will be entertained later on. If these are delivered at any other site than specified in the agreement the difference due to carriage will be adjusted accordingly.

8. The cement shall be stocked by the contractor in a separate godown built by him at his cost having waterproof roof and walls and floor consisting of layer of dry bricks/stone laid on wall consolidated earth at least one foot above ground level. These stocks shall be in rows of 2 bags deep and 10 bags high and with minimum 2 ft. clear space around as per sketch attached. The bags shall be placed horizontally continuous in each line. Nothing extra will be paid for this.

9. The contractor shall be required to make double lock arrangement for storage of cement and other valuable materials at the site of work. One key will remain in the custody of Junior Engineer In-charge of the work and the other with the representative of the contractor and locking arrangement should be such that godown cannot be opened unless both the contractor and Junior Engineer are present. The issue account of all materials issued by the Department will be maintained properly and should be presented for scrutiny whenever demanded by the Department Officers. The contractor will however remain responsible for the safe custody as usual.

10. No hand mixing of the concrete will be allowed. The contractor will have to arrange for the concrete mixer himself. Concrete mixer if available with the department shall be issued to the contractor at the work site at Rs. 15/- (Rupees fifteen only) per full working day. If the mixer is utilized for less than 3 hours half the charges for that day will be recovered from the contractor watch and wards of the concrete mixer for the days it remains on the work-site (whether working or idle) will be responsibility of the contractor and nothing extra on this account will be paid to the contractor.

11. Hire charge will include the services of the Driver and cleaner as required and cast of lubricants, stores for cleaning purpose. All other charges such as cost of coal, firewood, diesel, oil, petrol, kerosene oil etc. for running and working of the mixer, per of the chowkidar for guarding the mixer at night shall however be borne by the contractor. All losses to the machinery due to the negligence of theft except for fair wear and tear shall be the responsibility of the contractor.

12. IPH. Truck is available shall be issued at Rs. \_\_\_\_\_ per K.M. whether empty or loaded with minimum charges of Rs. \_\_\_\_\_ per day of working hours if the IPH. trucks are not available or are not sufficient to meet the requirement of contractor, the department will help the contractor for arranging trucks from the Transport Department provided written request is made for the same by the contractor. In such circumstances the contractor will have to pay the amount as per debit raised by the Transport Department.

13. The contractor will have also to pay token tax to the H.R.T.C. for the period, in case he uses the departmental IPH. trucks on his request for bonafide work according to the rates fixed by the corporation. The receipt for payment of token tax

to the H.R.T.C. will have to be produced by the contractor to the Engineer-in-Charge at the time of receiving payment for the work done.

14. In addition to hire charges of departmental trucks, the contractor will have to pay the goods tax on approved rates under Goods Taxation Act, 1955 to the Excise Taxation Department for the period departmental truck/trucks are/ is hired by them/him for bonafied use on the work. The contract will have to produce necessary reception in token of having paid the Goods Tax to the concerned department before receiving the payment from the Engineer-in-Charge.

15. The contractor shall also be responsible for watch and ward of other materials issued to him. If contractor fails to provide sufficient fencing lighting and watch satisfaction of the Engineer-in-Charge the later after notice the contractor will provide sufficient fencing lighting and watching staff. The cost of doing so

shall be deducted from the contractor but such action on the part of the Engineer-in-Charge in providing sufficient fencing lighting and watching shall not relieve the contractor from responsibilities for damages caused by failure on his part.

16. The contractor will produce a certified copy from the industries department that the royalty has been paid by him on account of excavation of stones and sand from other than PWD, roads or alternatively recovery of the material excavated and utilized in the construction as per the billed quantities shall be recovered by the department.

16 (a). The contractor shall have to purchase the timber to be used on works from an authorized dealer/agency and he would produce necessary receipts/vouchers as a proof before releasing the payment on the wood-work.

17. No payment shall be made to the contractor for any damage caused to work or material by rain/snow or floods or due to any cause, whosoever, during the execution of work and no such claim of this account shall be entertained. He will have to make good all such damages.

18. The contractor shall not deposit materials on any site which will seriously cause inconvenience to the public. The Engineer-in-Charge may require the contractor to remove any material which is considered by him to be a danger or inconvenience to the public cause then to be removed at the contractors cost.

19. Recovery of damaged materials due to defective storage of material issued by the department will be recovered from the contractor at double the issued rate. No claim on this account shall be entertained.

20. The contractor should obtain permission from the Executive Engineer for extracting stones from road side of approved quarries and Rs. ( \_\_\_\_\_ ) % cum will be recovered from him on account of royalty charges for the stones quarried within the acquired width on the road the royalty for stones quarried beyond the acquired width for road shall be paid directly by contractor to the concerned department/owner.

21. The contractor shall be responsible to make good the damages caused to the lands and buildings of private persons which are continuous or otherwise to the premises on which the work or any part of it is being executed and on his failure to do so, the same will be made good by the Engineer-in-Charge at the cost of contractor.

22. Any damages during the execution of work will be the responsibilities of the contractor and he will have to restore such damages at his own cost and nothing will be paid by the department on this account.

23. When a road has to be closed to traffic a clear notice at least of 7 days shall be given by the contractor to the Executive Engineer who shall notify it to the police authorities and the Transport Department. Adequate number of sign boards for diversion of the traffic shall be arranged and fixed by the contractor at his own cost.

24. A notice board 'Road Closed' shall be placed at each barrier by day provided by three red lanterns by night. The lanterns should be of standard square pattern. A notice indicating the direction that traffic, should be kept perfectly free from tools, and other constructions should be on through repair so long as the metalled surface is not opened for traffic.

25. Samples of all materials to be used on the work shall be submitted for approval to the Engineer-in-Charge before and the same principle will hold for all the items of work.

26. The design of shuttering must be submitted by the contractor to the Engineer-in-Charge before hand for obtaining his written approval before erection of the same. The contractor shall be

entirely responsible for the failure of the shuttering due to non-compliance of the instructions and to imperfection in erection and execution.

27. All reinforcement has to be placed in the position shown in the drawings. In case any reinforcement is found to have been misplaced/displaced, the contractor alone will be responsible for the failure of the shuttering due to non-compliance of the instructions and due to imperfection in erection and execution.

28. All jungle clearance such as shrubs etc. will be done by the contractor at his own cost but the trees big or small shall not be felled without prior permission. Cost of damage to the forest of some other Government or private properties will be made good by the contractor at his own cost or recovery shall be made from his bills.

29. The contractors shall remain himself to keep his representative duly authorized at site during all working hours of execution to receive instructions from Engineer-in-Charge and to carry out the work accordingly.

30. All materials brought to the site of work during the time of execution should be stacked properly as desired by the Engineer-in-Charge.

31. The Engineer-in-Charge will be at liberty to debit the contract account with any dues outstanding against him in respect of some other work entrusted to him in the Himachal Pradesh Public Works Department.

32. In case the contractor obtains a route permit for plying his own or hired truck for the carriage of materials to the site of work, shall render a full account of the carriage work by him duly supported with the log book of the vehicles weekly, failing which he will be liable to pay fine at the rate of Rs. 5 per day for extra days that the truck has plied.

33. The rates of different items are for all heights, depths and width unless otherwise specified against the items.

34. For testing the strength of concrete, cubes shall be prepared by the contractor under the supervision of an officer of the department not below the rank of Assistant Engineer. Samples of concrete and its testing shall be done as per Punjab Public Works Department specifications and also as per relevant I.S. Codes of practice and tested in a

recognized laboratory approved by the Engineer-in-charge. The cost of making cubs, carriage to laboratory and laboratory charge, should borne by the contractor. The contractor shall, however, abide by the decision of the Engineer-in-charge. In case, the result of test shows the work not upto the specified standard, contractor will carry out any order, necessitated thereby at his own cost.

35. The contractor shall get frames and other items of wood work approved by the Engineer-in-charge before fixing the same. All wood work shall be properly seasoned. The wood work should not be painted or treated in any other way until it is approved by the Engineer-in-charge.

36. The samples of iron fittings and other fittings i.e. fan, clamp hooks, rings wooden hand rail, iron railing, paints of different shades, marble, chips etc. shall be approved by the Engineer-in-charge before fixing or laying.

37. In case where brick work is exposed and is required to be finished with painting or otherwise selected bricks should be used and nothing extra will be paid to the contractor on this account.

38. In case of brick work masonry items, the classification of brick brought by the contractor or shall strictly confirm to the printed Punjab Public Works Department specifications referred to above irrespective of the classification shown on the permit if any issue to the contractor by the Supply Department. The contractor shall have no claim whatsoever on this account and issue to the contractor by the Supply Department. The contractor shall have no claim whatsoever on this account.

39. The contractor shall clear the site properly after the completion of the work.

40. The contractor shall maintain in good condition all works during executing till completion of entire work allowed to the contractor.

41. The contractor must take all precautions to avoid all accidents by exhibiting day and night necessary sign boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

42. Any Departmental Officer is authorized to have access to the godown for purpose of inspection of materials at any time. Any materials which inspecting officer may point out as being below the required standard will be removed entirely at once from the site of work by the contractor and not used on Government work No claim on this account shall be entertained.

43. Wherever pipes are to be fixed to wall of R.C.C. surface the contractor may be required to use renewal plugs for which nothing extra shall be payable. The contractor shall ensure that vertical pipes trolley/vertical and horizontal pipes are truly horizontal.

44. In the event of dispute of any kind arising out of this contract the law court at the District Headquarter of the Engineer-in-charge of High Court of Himachal Pradesh Shimla shall have the legal jurisdiction. This condition will however not interfere with the arbitration clause of the contract agreement.

45. Sample of fine and course and aggregate shall be got approved by the contractor from Engineer-in-charge at site before starting the work.

46. The contractor must see the proposed sites for these work and study specification & conditions carefully before tender. The work shall be executed as per programme drawn by the Engineer-in-charge. No extra claim whatsoever arising on variation in site conditions start re-countered etc. shall be entertained.

47. The contractor shall produce a labour clearance certificate from the labour inspector concerned before final payment are released to him.

48. The contractor shall make his own arrangement for obtaining for electric connections if required and make necessary payment to the department concerned.

49. Notwithstanding anything provided and where also the beam below average found level shall be and paid for in the items or RCC works in raft strips foundations and columns.

50. The fair wages to be paid as per clause 19 (a) shall be applicable on the date of opening of the tenders or on the date notified by the H.P. Govt. , whichever is later.

51. The contractor shall allow deduction of Income Tax at source as required under section 184 C of the Income Tax Act., 1961 as inserted by the Finance Act, 1972.

52. For items not covered by the relevant Public Works Department specifications, relevant I.S.I.. standards for works shall be followed.

Contractor

Executive Engineer

#### ADDITIONAL CONDITIONS

1. The contractor should submit a tentative programme of working within fifteen days of the date of start of work. The contractor will have to work as per programme of the department. No claim whatsoever will be entertained on this account.

2. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all include and shall apply to all heights lifts, leads and depths of the building and nothing extra shall be payable, to him on this account.

3. The structural and architecture drawing shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the Schedule of quantities appended with the other and architecture drawings relating to the relevant item. The former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

4. The contractor shall be required to produce samples of all buildings materials and fittings sufficiently in advance to obtain approval of the Engineer-in-charge.

5. The contractor shall make his own arrangements for obtaining electric connections. If required and make necessary payments directly to the department concerned.

6. No payment shall be made to the contractor for any damage caused by rain snow fall floods or any other natural cause whatsoever during the execution of work . The damage to work

will be made good by the contractor at his own cost, and no claim on this account shall be entertained.

7. Other agencies will also simultaneously execute the works like electrification, horticulture or external service and other buildings works for the same project alongwith this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.

8. Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, materials etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.

9. (a) The buildings work will be carried out in the manner complying in all respects with the requirements 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.

(b) The work of water supply internal sanitary installations and drainage work, etc. shall be carried out as per local Municipal Corporation or such local body by laws and the contractor shall produce necessary connection certificate from such authorities after completion of the work.

(c) Water tanks, taps, pipes fittings and accessories should conform to by laws and specifications of the municipal body/corporation. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal body/corporation authorities, wherever required at his own cost. The work shall be carried out according to municipal by laws.

(d) The contractor shall comply with proper and legal order and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.

(e) The sanitary water supply and drainage pipes and fittings and other materials shall be approved quality shall conform to the relevant IPH. specifications for works 1977 vol. II with up-to-date and correction slip and shall be I.S.I. marked. The work shall be carried out without infringing on any of the local Municipal by LAWS.

10. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night speed limit boards ,red flags, red lights and providing barriers. He shall be responsible for all damages and accident caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

11. The contractor shall give performance test of the entire installation (s) as per standard specifications before the work is finally accepted, and nothing extra whatsoever shall be payable to the contractor for the test.

12. Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch at page No..... with weather proof roofs and walls. Each godown shall be provided with a single door with two locks, the keys one lock shall remain with IPH Engineer-in-charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that cement is removed from the godown according to daily requirement with the knowledge of both the parties and the account maintained in the enclosed proforma at page.

13. M.S. and cold twisted bars flats tees angles where stipulated will be issued in available coils and straight lengths, shapes and sizes as available in the stores for all reinforcement items only. No claim on this account shall be entertained.

14. The materials will be issue 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 in accordance with clause 12. The materials will be issued during the working hours and as per rules of the godowns as framed from time to time.

The contractor shall have to cart at his cost of the materials to the site of work as soon as these are issued.

15. The contractor shall bear all incidental charges for cartage storage and safe custody of materials issued by department against damage due to sun, rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for this purpose at his own cost. Nothing shall be paid to the contractor on this account.

16. The standard sectional weights referred to as standard table in H.P. specifications of work, 1990 to be considered for conversion of length of various sizes of M.S. bars and Tor Steel bars into weight are as under :

Size (mm) Weight (Diameter) Kg/M	Weight K/M	Size (mm) (Diameter)
6	0.222	25
3.855		
8	0.395	28
4.836		
10	0.62	32
6.316		
12	0.89	36
7.994		
16	1.60	40
9.869		
18	2.00	45
12.490		
20	2.45	50
15.424		
22	2.99	

Issued of steel of diameter above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However for bars M.S./Tor steel upto and including 10 mm the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variation between the actual and standard coefficients given above and the contractor's account will be debited by the cost of this modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot of this purposes

17. For purpose of clause 42 (iii) of conditions of contractor in respect of steel reinforcement bars theoretical consumption will be balanced diameter wise for purpose of panel recovery as envisaged in the said clause

18. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items (Unless otherwise explicitly stated) and nothing extra shall be payable (or extra cement considered in consumption on this account.

19. Testing of materials :

a) Samples of various materials required for testing 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.

b) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individuals sub-heads of work as per IPH. specifications, the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.

20. The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.

21. The contractor shall provide at his own cost suitable weighting and measuring, arrangements at site for checking the weight/dimensions as may be necessary for execution of the work.

22. Rate for all items in which use of cement is involved inclusive of charges for curing.

23. The foundation trenches shall be kept free from water while all the works below ground level are in progress.

24. Royalty at the prevalent rates whenever payable, shall have to be paid by the contractor on the builders, metal, shingle, sand and bajri etc, or any other materials collected by him for the work direct to the revenue authority of the District/State Government concerned.

25. The rate for all items of work shall unless clearly specified otherwise include cost of all labour material and other inputs like during involved in the execution of the item.

26. For the purpose of recording measurement of preparing running account bill, the abbreviated nomenclature indicated in the publication "Abbreviated nomenclature of items" shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of tie relevant items in the agreement and other relevant specifications.

27. (i) Tendered rates are inclusive of all taxes and levies payable under the respective status. However, pursuant to the constitution (46th amendment) Act, 1982 if any further tax or levy is imposed by status, after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimburse the amount so paid, provided such payment, if any, is not, in the opinion of Superintending Engineer (whose decision shall final and binding) attributable to delay in execution of work within the control of contractor.

(ii) 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 authorized representative of Govt. and further shall be furnish such other information/document as Engineer-in-charge may require.

(iii) The contractor shall within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (45 amendment) Act 1982 given in written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition together will all necessary will all necessary information relating there to.

28. In case of P.P.C. is used in addition to the 7 days cube test at least 25% of the tests shall be carried out after 28 days tests are satisfactory. In such cases the strength of the concrete as per 28 days tests shall be taken as final for taking action under different clause of the Agreement.

29. The surplus excavated earth which is beyond the requirement of Govt. work may be allowed by the Executive Engineer to be disposed off by the contractor on his own or to sell the surplus earth to private parties at his discretion but nothing extra will be paid to carriage or disposal of surplus earth of the same is not required on any Govt. Work.

#### ADDITIONAL SPECIFICATIONS

1. The entire work shall be done as per IPH. specification 1990 Vol. I with CS upto date and IPH specification for works 1990 (Vol. II) with correction slip No. 1 to upto day of tender. However, in the event of any discrepancy in the description of any items as given in the Schedule of quantities appended above with the tender and specifications relating to the relevant items as per IPH. specifications mentioned above the former shall prevail. If the Specifications for any items are not available in the IPH specifications cited 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 given in writing based on acceptable sound Engineering practice and local usage shall be final and binding on the contractor. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings, etc.. (F.P.S. units where ever indicated are for guidance only)

2. The following modification to be above specifications and some additional specifications shall however apply: (i) All slow aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries at or any other sources to be got approved by the Engineer-in-charge. (iii) Sand to be used for cement concrete work mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from to be filled in by EE or any other source to be got approved by the Engineer-in-charge and screened as required. The same shall consist of hard siliceous material it shall be clean sand. If the sand brought to site is dirty, it must be washed clean in water and should confirm of clause of IPH. Specifications.

3. Wherever any reference to any Indian standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions there of it, any, upto the date of receipt of tenders.

4. The work will be carried out in accordance with the architects drawings and structural Drawings, to be issued by the Engineer-in-charge. The structural and Architectural Drawings shall have to be properly correlated before executing the work. In case of any difference noticed between Architectural and structural Drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor. For items where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-charge and nothing extra shall be payable on this account.

5. Articles manufactured by reputed firms and approved by the Engineer-in-charge shall only be used. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. Articles which bear ISI certifications marks shall be used. In case articles bearing ISI certification marks are not available the quality of samples brought by the contractor shall be judged by the stand laid down in the relevant IPH.. specifications, for items not covered by IPH. specifications relevant ISI standards shall apply.

6. The contractor shall give a performance test of installations as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to contractor on this account.

7. The work shall be carried out on manner complying in all respects with the requirements of relevant by laws off the Municipal Committee/Municipal Corporation /Development Authority. Improvement trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.

8. Other agencies doing work of electrification, external services other building work, horticulture work, etc. for this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc. may be required for the electric and sanitary works etc. and nothing extra over the agreement rates shall be paid for the same.

9. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or falling our water, if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, sub-roll water being high due to any other cause whatsoever.

10. Any cement slurry added over base surface (or) for continuation of concerting for better bond is added to have been in built in the item (unless otherwise explicitly stated) and nothing extra shall be payable (or) extra cement considered with consumption on this account.

11. The rate for all items in which the use of cement is involved in include of charges for curing.

12. The foundation trenches shall be kept free from water while all the works below ground level are in progress.

13. The Finances modulus of sand to be used in different work shall be as follows :

1. Course sand, 2.5 to 3.5 As specified in the item like Plain conc. RCC work flooring work etc.

2. Fine sand, 1.2 to 1.6 As specified in the item like Finishing Coat of cement plaster, skirting clado etc.

14. Bricks Works:

Bricks shall generally conform to specification for brick class 75 , Bricks shall not absorb water more than 20% of their own dry weight after 24 hours immersion in cold water. Both the faces of wall of thickness more than 23 cm shall be kept in the proper plane. Wall of half brick thickness or less shall be measured separately and paid in sqm. Half brick thickness shall be taken as 115 mm. Brick wall beyond half brick thickness shall be measured in multiple of half brick (i.e. 115 mm) which shall be deemed to be inclusive mortar joints. When a fraction of half brick occurs due to architectural reasons or otherwise as per the requirements of the department the same shall be measured as half brick work provided such fraction exceeds 2 cm, fraction upto 2 cm thickness shall be made upon mortar and paid for as per specified thickness under brick work Bricks shall be obtained from approved kiln or any other source to be got approved by Engineer-in-charge, and shall be best quality well burnt ground moulded bricks available in the locality.

15. R.C.C. WORK :

15.1. In respect of project balconies, projected slabs at roof level and projected verandah, the payment for the R.C.C. work shall be made under the item, of RCC slabs. The payment for centering and shuttering of such items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandah. All the exposed edge shall be however, be finished as per specifications and nothing extra shall be paid for this.

15.2. In the item of RCC walls, railing and roof etc., nothing extra shall be paid for making designs as per patterns given by Architects or for thickness of sections.

15.3. The rates for railing are inclusive of all the labour and the materials including execution as given in the description of the item, portion of the railing which is embedded in the masonry of RCC shall not be included for measurements.

15.4. Pre cast R.C.C.

The compaction of the concrete shall be done by vibrating table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the items shall include the element both for form work and mechanical vibration.

15.5. The water will be tested with regard to its suitability for use in RCC work and nothing extra will be paid for no account.

15.6 . The rate of item of reinforcement in RCC work includes all operations including straightening, cutting, bonding, binding with annealed steel wire and placing in position at all the floors with all leads and lifts complete.

#### 16.00 FLOORING

The rate of items of flooring is inclusive of providing sunk flooring in bath rooms, kitchen etc. and nothing extra on this account is admissible.

#### 17.00 WOOD WORK

17.1 The contractor will be responsible for the watch and ward of shutters handed over to him by the Department for fixing in case these are stipulated for issue by the Deptt. and nothing extra for the same will be paid.

17.2 Timber as specified to be used for wood work shall be kiln seasoned in the relevant items in the schedule of quantities and shall conform to IPH. specifications 1990 with correction slips upto date and will be required variety obtained from approved sources.

17.3 Shutters of paneled doors shall be with kiln seasoned secondary species timber frames as per relevant specification of item and with panels of 12 mm thick second class teak wood/15mm thick deodar wood both kiln seasoned or made phenol form aldehyde glue processed non teak or equivalent particle board 12 mm thick with or without commercial ply veneer focus on both sides as indicated in relevant items.

17.4 The paneled shutters shall be kiln seasoned with species as specified in items (styles and rails) as per width shown in Architect dig. Panels shall be embedded into frames to a minimum of 12 mm with 1.5 gaps.

17.5 Permissible trueness on wood work shall be as under :

(a) Door frames of 3 mm (b) Door shutters (c) On width and height of 3 mm

(d) On width and height of 3 mm (e) On thickness of 1.2 mm

17.6 The samples of species to be used shall be deposit by the contractor with the EE before commencement of the work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber section to be used on the work having been kiln seasoned by them failing which it would not be so accepted as kiln seasoned.

17.7 Transparent sheets glass conforming to IS 1761-1960 shall be used thickness being governed as under unless otherwise specified in the item.

Area of Glazing (Length)	Thickness	Max. Unsupported
For glazing area upto 0.2 sqm.	3mm	60 cm
For glazing area from 0.2 sqm to 0.5 sqm.	4mm	120cm
For glazing area more than 0.5 sqm.	5.5 mm	120 cm.

*Glazing for toilets and in fixed ventilators shall be of opaque type.*

17.8 Factory made shutters as specified shall be obtained from factories to be approved by the Engineer-in-charge and shall conform to IS 2202 (Part-1) 1977 .The contractor shall inform well in advance to the

Engineer-in-charge the name and address of the factory where from the contractor intends to get the shutters manufactured. The contractor will place order for manufacture of shutters only after

written approval of the Engineer-in-charge in this regard is given. The contractor is bound to abide by the decision of the Engineer-in-charge and recommend a name of another factory from the approved list in cases the factory already proposed by the contractor is not found competent to manufacture quality shutters.

The contractor will also arrange stage-wise inspection of the Shutters at factory of the Engineer-in-charge or his authorized representative, contractor will have no claim, if the shutters brought at site are rejected by Engineer-in-charge in part or in full lot due to bad workmanship/quality/Such shutters will not be measured and paid and the contractor, shall remove the same from the site of work within 7 days after the written instruction in this regard are issued by Engineer-in-charge or his authorized representative.

#### 18.00 STEEL WORK :

18.1 The rate of T/angle iron frame shall include the following :

(a) M.S. sill/tie of 16 mm dia bar shall be welded to T-iron door frames to keep the frame vertical in correct position. The sill/tie shall be embedded in floor concrete. No ties are necessary for window frames. In the case of window frame 2 lugs 15x3 mm long shall be welded to each vertical member of the frame.

(b) Each T-iron frame for doors shall have 4 Nos. M.S. lugs 15x3 mm long shall be welded. In the case of window frame 2 lugs 15x3 mm long shall be welded to each vertical member of the frame.

(c) M.S. flat 8x25 mm, 100 long having threaded holes (No. of flats shall correspond to the No. of butt hinges to be fixed to door/window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required but things to the frame with machine screws. M.S. flats 8x25 mm, 50 mm long with threaded holes shall be welded to the back of the T-sections to receive the butt hinges for the cleats.

18.2 The M.S. flat cramps 15x6 mm thick for holding arrangements are to be provided and added as per site conditions. The rate is inclusive of the cost of such cramps.

18.3 The sill/tie lugs, curtain brackets and flats welded for fixing hinges and cleats shall not be measured for the purpose of payment.

18.4 All welding steel work shall be tested for quantity of weld as laid down in IS882-1970 before actual erection. Where ever it appears shall mean. Continuous fillet welding.

#### 19.00 WATER SUPPLY SANITARY INSTALLATION:

19.1 Sanitary fittings pipes and other material shall be obtained from one of the firms on the list of approved manufacturers of IPH. and shall bear ISI mark. The material shall be tested as per provision in relevant IS codes. The contractor's rates for items involving the use of the above materials shall be deemed to cover the cost of samples.

19.2 The S.C.I pipe and G.I. Pipe wherever necessary shall be fixed to RCC column beams etc with raw 'plugs' and nothing extra shall be paid for this.

19.3 G.I. pipes if stipulated for issued in the schedule of material can be issued in inch sizes or its equivalent metric size as considered fit and the issue rate recoverable from the contractor will remain the same. The contractor will not be paid anything extra on this account and nothing will be deducted for using the size of G.I. pipes issued and the items will be paid as per agreement rate for the same item.

19.4 The contractor shall be responsible for the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter until building is handed over.

19.5 Water tanks, tapes, pipes fittings accessories should conform to by laws specification of the municipal bodies corporations etc. The contractor should engage licensed plumbers for the work and get the material (fixtures fittings tested by the Municipal Bodies/Corporation Authorities wherever required, at his own cost the work shall be carried out according to the municipal by laws.

19.6 The P or S trap in the C shall be of deep seal type and shall have minimum water seal of 75 mm and floor traps shall have minimum seal of 50 mm.

#### 20.00 VARIATION CONSUMPTION OF MATERIALS:

The variation in consumption of material shall be governed as per IPH. specification and clauses of the contract of the extent applicable. The Following specific clause shall govern the variation in consumption pig lead.

#### 21.00 VARIATION ON CONSUMPTION OF PIG LEAD :

21.1 The pig lead for caulking of joints of SCl pipes shall be issued as per theoretical consumption for SCl pipes of size 100 mm, 75 mm, 50 mm, at 0.98 Kg. ,and 0.77 Kg. per joints respectively over and above the theoretical quantities of lead as marked out variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and theoretical consumption worked out on the above basis i/c the authorized variation shall be recovered at double the issue rate. Where the pig lead is arranged by the contractor variation of 5% will be allowed. In case the variation is on higher 5% will be allowed . In case the variation is on lower side, the quality of pig lead used less shall be recovered from the contractor at market rate to be determined by Engineer-in-charge whose decision on the matter will be final.

**21.2** The theoretical quantity of cement to be utilized in item of concrete involving use of single aggregate and mixed volume batching shall be computed on the basis of the co-efficient for cement to be used in different items of the

work provided in DSR reducing each of the coefficient by 5% however, where the concrete is mixed by weight batching no such reduction shall be made from theoretical coefficients given in DSR for concrete with crushed stone aggregate.

## 22.00 CONDITIONS

22.1 The contractor will have to work according to the programme work, decided by the Engineer-in-charge. The contractor shall also construct a sample unit complete in all respects within three months from the date of award of work and this samples unit shall be got approved from the Engineer-in-charge before mass construction is taken up no extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.

22.2 The contractor shall instructions from the Engineer-in-charge grading collection and stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound wall's are to be constructed.

22.3 Royalty at the prevalent rates shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri, etc. or any other material where royalty is payable collected by him for the execution of the work direct to the revenue authority of the Mineral Department concerned H.P. Government.

22.4 The contractor shall make his own arrangements for obtaining electric/water connections, if required, and make necessary payments directly to the Department concerned.

22.5 The contractor must take all precautions to avoid all accident by exhibition necessary day and night caution boards, speed limit board, red flag, red lights and by providing barriers. He shall be responsible for all damages and accidents caused due to negligence in this regard. No hindrance shall be caused to Traffic during the execution of work.

22.6 The contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated the provisions mentioned above will apply to each phase.

22.7 No compensation shall be payable to the contractor for any damage caused by rains, lightening wind, storm, floods tornadoes, earth quakes or other natural calamity during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.

22.8 The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. Left out of his work and dress the site around the building to the satisfaction of the Engineer-in-charge before the work is considered as completed.

22.9 All materials obtained from Government stores or other work shall be got checked from the Engineer-in-charge or his representative on receipt of the same site and before they are actually used.

22.10 If as per Municipal Rules the huts for labour are not to be erected at the site of work by the contractors. The contractors are required of proved such accommodation is acceptable to local bodies and nothing extra shall be paid on this account.

22.11 The centering and shuttering required for RCC work will be brought to site by the contractor well in advance so that the progress of the upper floors is not hampered due to non-availability of the same. Nothing extra shall be paid for this.

22.12 The contractor must see the proposed site for the work study specifications and condition carefully before tendering. No claim of any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions.

22.13 The site is available and tenderer should see the approaches and conditions of the same . If any approach from main road is required at site or existing approach is to be improved and maintained, for cartage and materials by the contractors, the same shall be provided, improved and maintained by the contract at his own cost.

22.14 Machine made shutters shall be got approved from the Engineer-in-charge at factory site before carting the same to the site of work, the shutter damaged during the cartage shall not allowed to be used in the work and shall be removed by the contractor at his own cost and no claim whatsoever shall be entertained in this regard.

## 23.00 CONDITIONS FOR ISSUE OF MATERIALS:

23.1 The materials will be issued to the contractor at the place of delivery as mentioned in the schedule of materials during the working hours as per rules of the IPH. stores as in force from time to time. If these are delivered at any other site, the difference on account of loss/more cartage will be adjusted accordingly. The contractor shall have to cart the materials to the site of work at his cost as these are issued.

23.2 The materials like reinforcing bars flats, tees, angles sheets, CI and SCI pipes etc contemplated to be issued will be issued in available sizes and lengths and the contractor shall bear the cost of cutting and shaping them according to the requirements of work. No claim for the wastage on this account shall be entertained.

23.3 The size of the cement godown indicating in the sketch is only for guidance. The actual size of the godown shall be as per site requirement and nothing extra will be paid for the same. The decision of the Engineer-in-charge regarding the capacity needed will be final.

23.4 The contractor shall be fully responsible for the safe custody of the material issued to him even if the materials are under double lock system.

23.5 The account daily receipts and issues of cement shall be maintained in register in the prescribed proforma signed daily by the contractor or his authorized agent in token of its correctness.

23.6 The contractor shall suitable godowns yards at the site of work for storing all other materials so as to be safe against damaged by sun rain dampness fire theft, etc. at his own cost and also employ necessary watch and ward establishment for the purposes at his cost. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to contractor as soon as they are received at site or at the stipulated place of issue the provisions of this clause will equally and fully be applicable to these items as well.

23.7 Issue of steel of diameter above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above table. However for bars MS/Tor steel upto and including 10 mm, the following procedure shall be adopted. The average sectional weight for each dia shall be arrived at from samples from each lot of the contractors account will be debited by the cost of this modified quantity only. The decision of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute the single lot for this purpose.

23.8 For standard sectional Weight of steel standard tables referred in Para 5.3.3 in specifications for works 1977 volume 1 to be considered for conversion of length of various sizes of M.S. or Tor steel bars in to weight steel bars to be issued would be only for reinforcement works in RCC & not to cover any other items.

## 24. CLARIFICATION REGARDING PLINTH LEVEL

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

(a) For buildings, compound wells plinth level (or) 1.2 meters (4 feet) above ground level whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.

(b) For abutment piers retaining walls of culverts and bridges wall of water reservoirs. The floor level or where floor is not determinate, upto 12 meter above bed level.

(c) For retaining walls where the floor levels in not determinate upto 1.2 meters above average ground level or bed level.

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

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

(f) For open storm water drain, all items of work.

## 25. TESTING OF MATERIALS

(a) The contractor shall produces all the material in advance so that there is sufficient time for testing of the materials and clearance of the same before use in work.

(b) Samples of various materials required for testing 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.

(c) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub heads of work as per IPH. specifications 1977 (vol. 1) the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.

(d) The contractor shall be responsible to arrange at his own cost all necessary tolls and plants required for execution of the work.

(e) With a view to avoid controversy about quality or cement concrete as revealed in the test results of 7 days cubes falling is hurt of the prescribed standard by over 10% to 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance test crushed samples of cement concrete from the failed 7 days cues cubes should preserved in a sealed bag.

26.00 INTEGRAL WATER PROOF FINISHING (F) = P.P.C.C.S.-2 ATTACHED :

26.1 The contractor must associate himself with the specialized firm to be approved by the Engineer-in-charge in writing. For integral cement based water proofing treatment for sunken floors and on roofs 10 years guarantee in prescribed proforma attached must be given by the specialized firm which shall be counter signed by the contractor. In token of his overall responsibility in addition 10% (ten percent ) of the cost of these items would be retained as guarantee to watch the performance or the work done however half of this amount withhold would be released after five years if the performance of the work done is satisfactory, if any defect is noticed during the guarantee period , it should be rectified by the contractor within seven day and if not attended to the some will be got done from another agency at the risk and cost of the contractor. However, this security deposit can be released in full if bank guarantee of equivalent amount for 10 years is produced and deposited with the department, while tendering the contractor must give : (a) The name of the specialized firm (b) The trade name of the product which would be used (c) List of works where this treatment has been used (d) Quality of chlorides and stupidest used in the product.

(Contractor.....) (Ex. Engineer.....)  
Division....IPH Suni.

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION ON RESPECT OF WATER PROOFING WORKS.

This agreement made this.....day of .....Two thousand ..... between ..... son of ..... (hereinafter call the Guarantor of the one part) and the Governor of H.P. (hereinafter called the Government of H.P. on other party).

Whereas this agreement is supplementary to a contract (hereinafter called the contract) dated .....and made between the GUARANTOR OF THE ONE PART and the GOVERNMENT on the other part where by the contractor inter a lie undertook to render the buildings and structures in the said contract recited completely water leak proof.

And whereas the GUARANTOR agreed to give a guarantee to effect that the said structure will remain water and leak proof, for five 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 structures completely leak proof 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 or such purpose :

(a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of fire wood and things of the same nature which might cause damaged to the roof.

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

(c) The decision of the Engineer-in-charge with regard cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water roof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects falling which the work shall be got done by the department by some other contractor at the GUARANTOR'S cost and risk. The decision of 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 there under then the GUARANTOR will indemnify the Principal 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 GURANTOR in performance and observance of this supplementary agreement. As to the amount of loss and damage and/or cost incurred by the Government on 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 .....  
any by ..... and for and on behalf of the Governor of H.P. on the day, month and year first  
above written.

Signed, Sealed and Delivered by OBLIGER in presence of :

1. ....
2. ....

Signed for and behalf of the Governor of Himachal Pradesh by on in the presence of

1. ....
2. ....

Contractor

Executive Engineer  
IPH Division, Suni.

- \* Name of contractor \_\_\_\_\_
- \* Date of application & receipt \_\_\_\_\_
- \* Tender issued on \_\_\_\_\_
- \* Cost of tender Rs. \_\_\_\_\_
- \* Date of opening \_\_\_\_\_

Government of Himachal Pradesh

Tender & Contractor for works

Division \_\_\_I & PH Suni\_\_\_\_\_

Sub-Division \_Kotgarh\_\_\_\_\_

