

**Dharamshala Municipal Corporation**  
**(Dharamshala Smart City Limited)**

**NAME OF WORK: Designing And Construction Of Smart Street/Path In Ward No 10,11,12,13,16 & 17 Of Dharamshala Municipal Corporation H.P For Paving Of Street/Path Road With Concrete/ Interlocking Paver Tiles , Service/Utility Duct For Water Supply Pipes, Optical Fibre, Electric Cable And Other Allied Services , Side Drain For Storm Water , Retaining Walls/Toe Walls/Railings Etc. With Provision Of Barrier Free Access, Spaces For Street Furniture.S/H: See Annexure "C" For Details Of Works.**

## **INSTRUCTIONS FOR USE OF FORM IN e-PROCUREMENT**

**1. COST OF TENDER:** INDICATED IN **SCHEDULE 'F'** ; THE COST OF TENDER MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT AND UPLOADED as pdf DOCUMENT

**2.EARNEST MONEY:** THE EARNEST MONEY INDICATED IN **SCHEDULE 'F'** AND MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT/FDR AND UPLOADED AS pdf DOCUMENT

**3.CONTRACTOR'S REGISTRATION:** THE CONTRACTOR HAS TO PRODUCE THE ENLISTMENT OF COMPETENT AUTHORITY IN APPROPRIATE CLASS VALID AT THE TIME OF TENDER AND UPLOAD AS pdf **REFER GENERAL RULES NO 23**

**4.SALES TAX REGISTRATION :** THE SALES TAX REGISTRATION DOCUMENT MAY BE UPLOADED AS pdf DOCUMENT **REFER GENERAL RULES NO 21**

**5. WORK DONE CERTIFICATE & WORK IN HAND CERTIFICATE:** THE WORK DONE & WORK IN HAND MAY BE FILLED UP IN THE REQUIRED PERFORMA SHOWN IN **GENERAL RULES NO. 19 MINIMUM AMOUNT OF WORK DONE SHOWN SCHEDULE 'F'** AND THESE ALONGWITH THE WORK DONE CERTIFICATE OF COMPETENT AUTHORITY MAY BE UPLOADED AS pdf DOCUMENT

**6. LIST OF MACHINERY,TOOL,PLANT** THE DETAIL OF MACHINERY,T&P MAY BE FILLED UP ON THE FORMAT AS SHOWN IN **SCHEDULE 'F' WITH REFERENCE TO CLAUSE 18** AND THIS ALONGWITH PROOF (R.C ,AFFDAVITS, ETC) MAY BE UPLOADED AS DOCUMENT

**7. BILL OF QUANTITY:** THE BILL OF QUANTITY MAY BE FILLED UP IN xls format

8.THE CONTRACTOR IS REQUIRED TO STUDY GENERAL RULES & DIRECTIONS ,CONDITIONS ,CONTRACT CLAUSES, SCHEDULES 'A' TO 'F' IN TENDER DOCUMENT AND THERE AFTER FILL FORM and upload as pdf document.

9. ANY ADDITIONAL INFORMATION MENTIONED IN SCHEDULE 'D'

**Dharamshala Municipal Corporation**  
**(Dharamshala Smart City Limited)**

**Item Rate Tender & Contract Index**

Sr.No	Details	Page
1.	Instructions For Use Of Standard Form	2
2.	Tender Form 8	4-5
	(I) General Rules And Directions	6-10
	(Ii) Conditions Of Contract	11-13
	(Iii) Clauses Of Contract	14-51
	(Iv) HPPWD Safety Code	52-54
	(V)Model Rules	55-58
	(Vi) Contractors Labour Regulations	58-62
	(Vii) Performa Of Registers	64-77
	(Viii) Performa Of Schedules	78-85
	(Ix)Form Of Performance Security	86-87
3.	Invitation For Bid Performa	88-91
4.	List of Laboratory Equipments	92-93
5.	Final Inspection Certificate	94
6.	Special conditions	95
7.	Annexure "B"- Specifications for pavers	96
8.	Annexure "C"- Details of work	97-98

## **Dharamshala Municipal Corporation (Dharamshala Smart City Limited)**

### **Item rate tender & contract for works**

Tender for the work of :

Designing And Construction Of Smart Street/Path In Ward No 10,11,12,13,16& 17 Of Dharamshala Municipal Corporation H.P. For Paving Of Street/Path Road With Concrete/ Interlocking Paver Tiles , Service/Utility Duct For Water Supply Pipes, Optical Fibre, Electric Cable And Other Allied Services , Side Drain For Storm Water , Retaining Walls/Toe Walls/Railings Etc. With Provision Of Barrier Free Access, Spaces For Street Furniture.S/H: See Annexure "C" For Details Of Works.

(i) To be submitted by .....hours on .....

(ii) To be opened in the presence of tenderers who may be present at .....on  
.....in the office of Dharamshala Municipal Corporation/ DSCL.

### **Tender**

I/We have read and examined the notice inviting tender, schedule of quantities specifications applicable ,drawings& designs, general rules & directions,conditions of contract ,clauses of contract ,special conditions, schedule of rates & other documents and rules referred to in the conditions of contract and all contents in the tender documents of the work.

I/We hereby tender for the execution for the MD cum CEO Dharmshala Smart City Limited (DSCL)/ Commissioner DMCof 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 schedule of quantities submitted on line on website <http://hptenders.gov.in> and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in clause 11 of the General Conditions of contract and with such materials as are provided for, by, and in all respects in accordance with, such conditions far as applicable.

I/We agree to keep the tender open for 120 (**one hundred twenty**) days from the due date of opening and not make any modifications in terms & conditions

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

The **earnest money** in shape of Fixed deposits/ Demand Draft of scheduled bank, pledged in favour of Commissioner DMC/MD cum CEO (DSCL) mentioned in the memorandum is enclosed herewith. I/We will submit the performance guarantee within the specified period . If I/We fail to commence the works specified in the Memorandum, I/We agree that the said MD cum CEO (DSCL)/ Commissioner (DMC) or his successors-in-office shall, without prejudice to any other right or remedy available in law , **be at liberty to forfeit the said Earnest**

**Money & Performance guarantee** absolutely or otherwise the said earnest money shall be retained by him towards Security deposit to execute all the works referred in the tender document up on the term & conditions or referred to therein and carry out deviations as may be ordered up to maximum percentage of **nil** of tendered amount 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. Further , I/We agree that in case of forfeiture of earnest money & Performance Guarantee as aforesaid ,I /We shall be debarred from participation in re-tendering process of this work.  
;

### ACCEPTANCE

The above tender for the sum of Rs.....  
(Rupees.....)  
is hereby accepted by MD cum CEO (DSCL)/ Commissioner (DMC)..... The letter referred below shall form part of this contract agreement:-

- (a) Form 8
- (b) Standard Tender Document (General rules & directions , conditions , clauses, safety code , contractors labour regulations )
- (c) Award letter ( with negotiation letter if negotiation held)
- (d) Performa of Schedules A to F
- (e).....

For on behalf of MD cum CEO (DSCL)/  
Commissioner (DMC)  
Signature.....  
Date .....  
Designation.....  
Seal.....

# Dharmshala Smart City Limited

## GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender passed on public places/Govt website signed by the MD cum CEO (DSCL)/ Commissioner (DMC). 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 tenderer. Copies of the specifications, designs and a drawing and a schedule of quantities and the rates of the descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the MD cum CEO (DSCL)/ Commissioner (DMC) shall also be open for inspection by the contractor at the Office of the DSCL/DMC 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 to 11 (Applicable for offline mode)

12 A. (Applicable for online/offline mode) All rates quoted by contractors shall be inclusive of all modes of leads, lifts & heights and also taxes/levies unless specified to the contrary. All the excavated/surplus earth/dismantle material/waste etc shall be dumped at the site to be arranged by the contractor unless otherwise specified to the contrary and to the satisfaction of Engineer-in-Charge.

13. (Applicable in offline mode) In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the work 'Rs.' should be written before the figure of rupees and work 'P' after the decimal figures, e.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the work 'Paise' should be written at the end.

13 (i) The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. his guarantee shall be in the form Fixed Deposit Receipts pledged in favour of MD cum CEO (DSCL)/ Commissioner (DMC) payable at Dharmshala of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit, for the fulfilment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank will also be accepted for this purpose provided confirmatory advice is enclosed.

14 On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

15 Sales-tax/ VAT, purchase tax, turnover tax , H.P Entry Tax or any other tax on material in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

16 The contractor shall give a list of both gazetted and non-gazetted employees related to him in DSCI/DMC.

17 The tender for the work shall not be witnessed by a contractor or contractors who himself /themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18 The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19 The contractor shall submit list of works which are completed/ in hand (progress) in the following form:-

**Work Done Detail: In last five years with base year indicated in performs of schedule "F"**

Sr No	Name of HP Govt. Division or State or Central PSU's/Other reputed Govt. & Pvt. organisations	Name of Work	Cost of completion			Remarks( Indicate in % of completion of awarded components )
			Awarded amount	Completion amount	Penalty if any and amount pain thereafter	
1	2	3	4			5

**Work in hand Detail**

Name of work	Name of HP Govt. Division or State or Central PSU's where work is executed/ Other reputed Govt. & Pvt. organisations	Amount of work completed			Position of works in progress (indicate in % of completion of awarded components )	Stipulated Date of completion	Remarks
		Awarded amount	Amount of work done up to last running bill	Penalty if any and amount pain thereafter			
1	2	3			4	5	6

--	--	--	--	--	--

**These statements should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent in State/Central Govt. PSU's with his seal.**

20. The contractor shall comply with the 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 a breach of the contract and the of DSCL/DMC may in his discretion, without prejudice to any other right or remedy available in law, 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 said Act.

21. The sales tax shall be deducted @ of 2% on the work done by contractor. The contractor are required to obtain the sales tax registration and produce at the time of tender.

22. The statutory deductions of I-Tax shall be done from the running bills of contractor.

23. The contractor of **appropriate class registration can tender in the work.** The contractor has to produce the registration certificate at the time of tender. The contractors who have executed works of similar nature in reputed National/ International organisations are also eligible to bid & if found lowest have to register with DSCL/DMC.

24. The contractor is required to start the work within fifteen days of award of work failing which, his earnest money shall be forfeited and may be debar to participate in the retendering of work.

25. The contractor will have to submit the proof of machinery, T& P required for work shown in Schedule F at the time of tender

**26. Online Bidding Procedure**

Scanned copies of the following documents shall be uploaded on the website <http://hptenders.gov.in> from the appropriate place.

26.1. **COST OF TENDER:** INDICATED IN SCHEDULE 'F' ; THE COST OF TENDER MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT AND UPLOADED as pdf DOCUMENT

26.2. **EARNEST MONEY:** THE EARNEST MONEY INDICATED IN SHEDULE 'F' AND MAY BE DEPOSTED IN SHAPE OF DEMAND DRAFT/FDR AND UPLOADED AS pdf DOCUMENT

26.3. **CONTRACTOR'S REGISTRATION:** THE CONTRCTOR HAS TO PRODUCE THE ENLISTMENT OF COMPETENT AUTHORITY IN APPROPRIATE CLASS VALID AT THE TIME OF TENDER AND UPLOAD AS pdf REFER GENERAL RULES NO 23

26.4. **SALES TAX REGISTRATION :** THE SALES TAX REGITRATION DOCUMENT MAY BE UPLOADED AS pdf DOCUMENT REFER GENERAL RULES NO 21

26.5. **WORK DONE CERTIFICATE & WORK IN HAND CERTIFICATE:** THE WORK DONE & WORK IN HAND MAY BE FILLED UP IN THE REQUIRED PERFORMA SHOWN IN GENERAL RULES NO. 19 **MINIMUM AMOUNT OF WORK DONE SHOWN SCHEDULE 'F'** AND THESE ALONGWITH THE WORK DONE CERTIFICATE OF COMPETENT AUTHORITY MAY BE UPLOADED AS pdf DOCEMENT

26.6. **LIST OF MACHINERY ,TOOL,PLANT**  
THE DETAIL OF MACHINERY,T&P MAY BE FILLED UP ON THE FORMAT AS SHOWN IN SCHEDULE 'F' WITH REFERENCE TO CLAUSE 18 AND THIS ALONGWITH PROOF (R.C ,AFFDAVITS, ETC) MAY BE UPLOADED AS pdf DOCUMENT



26.7 **BILL OF QUANTITY:** THE BILL OF QUANTITY MAY BE UPLOADED IN XLS FORMAT

**26.7.THE CONTRACTOR IS REQUIRED TO STUDY GENERAL RULES & DIRECTIONS, CONDITIONS, CONTRACT CLAUSES, SCHEDULES 'A' TO 'F' IN TENDER DOCUMENT AND THERE AFTER FILL FORM NO 8. and upload pdf document**

26.8. Any other documents as specified by the State in performa of schedule

**27. Submission of Original Documents:** The bidders are required to submit (i) original demand draft towards the cost of bid document and (ii) original earnest money in approved form and on any date before the opening time of technical /financial part of the tender, either by registered post or by hand in the office of authority inviting tender, failing which the tenders will be declared non-responsive.

**28 Eligibility criteria:**

28.1. The contractor has to submit the list of completed works in last 5 years & list of incomplete works in hand on the proforma mentioned at S.No. 19 of General Rules and Directions .

**28.2 (This eligibility condition shall be applicable for those works of amountput to tender is more than Rs 50.00 lacs )**

**28.2.a :Bidding Capacity :-** Bidders who meet the minimum qualification criteria will be qualified only if their assessed available bid capacity for construction works is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = ( A \times N \times M - B )$$

where

A =Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year in which bids are revised at the rate of 8 percent a year) taking into account the completed as well as works in progress.

	Last Five years (excluding current year)	Amount of work done in each financial Year(Rs. In lakhs)
Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. <b>(Attach /upload certificate from Chartered Accountant)</b>	Year- Year- Year- Year-	

**N =Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).**

**M =2**

**B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited. The details should be on the formats indicated in condition no 19.**

**28.2.b :Minimum Work done condition :- Minimum one similar work done of amount not less than 80% (Eighty percent) of the estimated cost (without Liquidated Damage or compensation) in last five years or Minimum two similar work done of amount not less than 60% (Sixty percent) of the estimated cost (without Liquidated Damage or compensation) in last five years or Minimum three similar work done of amount not less than 40% (Forty percent) of the estimated cost (without Liquidated Damage or compensation) in last five years**

29. The contractor is supposed to have seen the site of work before submission of tender. If complete site is not available, part-site may be handed over in the beginning and remaining during the currency of work. The contractor will schedule his work accordingly.

## CONDITIONS OF CONTRACT

### Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Commissioner Dharamshala Municipal Corporation/MD cum CEO (DSCL) 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:-
  - (i) The expression **works** or **work** shall, unless there 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.
  - (ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose carrying out the contract.
  - (iii) The **Contractor** shall mean the individual, 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 successors of such firm or company and the permitted assignees of such individual, firm or company
  - (iv) The Commissioner Dharamshala Municipal Corporation/MD cum CEO (DSCL) means the Governor Commissioner (DMC) & MD cum CEO (DSCL) and his successors.
  - (v) The Engineer-in-Charge means the Engineer Officer who shall supervise and be incharge of the work and who shall sign the contract on behalf of the Commissioner Dharamshala Municipal Corporation/MD cum CEO DSCL as mentioned in Schedule "F" hereunder.
  - (vi) Government of Himachal Pradesh shall mean the Governor of Himachal Pradesh/Commissioner Dharamshala Municipal Corporation on behalf of Government//MD cum CEO DSCL.
  - (vii) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
  - (viii) Excepted Risk are risks due to riots (other than those on account of contractors employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of god, such as earth quake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepted Authority or causes solely due to use or occupation by Government of the part of the work in respect of which a certificate of completion has been issued or a cause solely due to Governments faulty design of works.
  - (ix) Market Rate shall be the rate as decided by the Engineer –in- Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all over heads and profits.

- (x) Schedule (S) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the standard schedule of rates of the Government mentioned in schedule 'F' hereunder, with the amendments their to issued upto the date of receipt of the tender.
- (xi) Department means Dharmshala Municipal Corporation/DSCL which invites tenders.
- (xii) District Specifications means the specifications followed by the State Government in the Area where the work is to be executed.
- (xiii) Tendered value means the value of the entire work as stipulated in the letter of award.
- (xiv) DSCL means Dharmshala Smart City Limited.
- (xv) DMC means Dharamshala Municipal Corporation.

### **Scope and Performance**

- 3 Where the context so requires, word imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall when ever required include feminine gender and vice versa.
- 4 Headings and marginal notes to these General Conditions of Contract shall not be deemed to form part there of or be taken in to consideration in the interpretation or construction thereof or of the contract.
- 5 The contractor shall be furnished, free of cost one certified copy of contract documents except standard specification, Schedule Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

### **Works to be carried out.**

- 6. The work to be carried out under the contract shall , except as otherwise provided in these conditions, include all labour , materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the schedule of quantities (Schedule –A-) shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **Sufficiency of tender.**

- 7. The contractor shall deemed to have satisfied himself before tendering as to be correctness and sufficiency of his tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, accept as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

### **Discrepancies and Adjustment of Errors**

- 8 The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawing and figured dimensions in preference to scale and special conditions in preference to

### **General Conditions.**

- 8.1 In the case of discrepancy between the schedule of Quantities, the specifications and /or the Drawings, the following order of preference shall be observed :-
- (i) Description of Schedule of Quantities.
  - (ii) Particular Specifications and special condition, if any.
  - (iii) Drawings.
  - (iv) HPPWD specifications.
  - (v) Indian Standard specifications of B.I.S.
  - (vi) IRC specifications
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

### **Signing of Contract**

- 9 The successful tender/ contractor, on acceptance of this tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
- (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard HPPWD form as mentioned in schedule `F` consisting of :-
    - (a) Various standard clauses with corrections upto the date stipulated in schedule `F` along with annexure thereto.
    - (b) P.W.D. safety Code.
    - (c) Modal Rules for the protection of health, sanitary arrangements for workers employed by HPPWD or its contractor.
    - (d) PWD contractor's Labour Regulations.
    - (e) List of acts and omissions for which fines can be imposed.
  - (iii) No payment for the work done will be made unless contract is signed by the contractor.

## **CLAUSES OF CONTRACT**

### **CLAUSE 1. Recovery of Security Deposits**

The person/persons whose tender(s) may be accepted (hereinafter called contractor, shall permit Government/Dharamshala Municipal Corporation/ DSCL at the time of making any payment to him for work done under the contract to deduct such sum @ 5% of the gross amount of each running bill till the sum along with sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work by way of security deposit unless he /they has/have deposited the amount of security at the rate mentioned above in cash or in the form of fixed deposit receipt or NSC from any post office in Himachal Pradesh.

The security shall be deducted @5% (without any limit) from the running bills of the contractor. However the security amount in excess of Rs.2.00 Lacs can be given in the shape of fixed deposit receipt duly pledged in favour of Commissioner Dharamshala Municipal Corporation/MD cum CEO (DSCL). Recovery of the compensation for delay (clause-2) can be done from the security provided under this clause and from work being executed/executed by the contractor in the state. Such deduction 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) percent 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/Dharamshala Municipal Corporation/ DSCL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale of 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 during additional security to the Govt. to make good the deficit.

#### **CLAUSE 2: Compensation for delay**

If the contractor fails to maintain the required progress as per Annexure-A or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the government on account of such breach pay as agreed compensation the amount calculated as the rates stipulated below as the Commissioner Dharamshala Municipal Corporation/MD cum CEO (DSCL)(whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Annexure-A or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

#### **Compensation for delay of work**

**(i)** @ 1.5% of tendered amount per month of delay to be computed on per day basis when time period of agreement more than six months.

**(ii)** @ 3% per month of delay to be computed on per day basis when time period of agreement less than six months.

The compensation under clause 2 of the agreement at the 1st instance has to be

calculated and assessed by the Engineer-in-Charge for delay in execution of work as per time schedule agreed to between the parties, after giving detailed facts of the case. The compensation can be levied by the Engineer-in-Charge and shall be confirmed by the Commissioner Dharamshala Municipal Corporation.. The Commissioner Dharamshala Municipal Corporation on further reference, appeal or revision may confirm such compensation or reduce it. The decision of the Commissioner Dharamshala Municipal Corporation arrived at after considering the various mitigating circumstance shall be final. The Commissioner Dharamshala Municipal Corporation is entitled to levy provisional compensation on the recommendation of the Engineer-in-Charge and same can be modified by him if found necessary after the careful consideration of various circumstances and revised progress made by the contractor while making final confirmation of compensation in writing. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the items or group of items of work for which a separate period of completion is originally given, the amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Schedule-AA of Annexure-A or the rescheduled milestone (s) in terms of clause 4 of annexure-A, the amount shown against the milestone(s) shall be withheld to be adjusted against the final grant of Extension of time to be decided on completion of work. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount. The compensation once confirmed by the Superintending Engineer is non deferrable and non arbitral.

#### **ANNEXURE-A**

The time allowed for execution of the works as specified in the Schedule "AA" or the extended time in accordance with these conditions shall be an essence of the Contract. The execution of works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the whichever is later .If the Contractor commits default in commencing the execution of the work as aforesaid Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.

1. As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for each milestone and get it approved by the department, the chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents and further to ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed for any work exceeds one month (save for several jobs for which a separate program has been agreed upon) complete the work as per milestones given in Schedule "AA".

2. If the work(s) be delayed by:-

- i) Force majeure or
- ii) abnormally bad weather or
- iii) serious loss or damage by fire or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in execution work not forming part of the contract, or

vi) Non availability of stores, which are the responsibility of Government to apply, or

vii) Non availability or breakdown of tools and Plant to be supplied or supported by Government, or  
 viii) Any other cause which in the absolute discretion of the authority mentioned in Schedule “AA” is beyond the contractors control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless us constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

3. Request for rescheduling of milestones & extension of time to be eligible for consideration, shall be made by the Contractor in writing within 14 days of the happening of the event causing delay on the prescribed form. The Contractormay also, if practicable, indicate in such a request the period for which extension is desired.

4. In any such case the authority mentioned in Schedule “AA” may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within 3 months of the date of receipt of such request. Non application by the Contractor for extension of time shall not be a bar for giving a fair & reasonable extension by the Engineer-in-Charge and this shall bebinding on the Contractor.

### SCHEDULE-AA

Number of days from the date of issue of letter of acceptance for reckoning date of start\_\_\_\_\_days

Mile stone(s) as per table given below:

**Table of Mile Stone (s)**

Sr.No.	Description of Milestone(Physical)	Time Allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone.
1	Submission of Design	20 Days	In the event of not achievement the necessary progress as assessed from the running payments, 2.5% of the tender value of work will be with held for failure of each mile stone.
2	1.5Km	50 Days	-do-
3	3.0 Km	80 Days	-do-
4	5.0 Km	120 Days	-do-
5	6.6 Km	150 Days	-do-

**Time allowed for execution = 150 Days.**

**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 delay 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 inefficient or otherwise improper or unknown like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter
- (ii) if the contractor has,without reasonable cause ,suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion 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 and continue to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If contractor fails to complete the work within the stipulated date or items of work with individual date of completion ,if any stipulated , on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If contractor persistently neglects to carry out his obligations under the contract and or commit default in complying with any of terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) The contractor shall offer or give or agree to give to any person in DMC/DSCL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into contract with the DMC/DSCL in connection with which commission has been paid or agreed to be paid by him or to his knowledge ,unless the particulars of such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If contractor shall obtain a contract with DMC/DSCL as a result of wrong tendering or other non-bona-fide methods of competitive tendering.
- (viii) If the contractor being an individual or if firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for purpose of amalgamation or reconstruction) under any solvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or creditor to appoint a receiver or manager or which entitle the court to make a winding up order.
- (x) If contractor shall suffer an execution being levied on his goods and allow to be continued for period of 21 days.
- (xi) If contractor assigns,transfer,sublets (engagement of labour on piece work basis or labour with material not to be incorporated in the work ,shall not be deemed to be subletting ) or otherwise parts with or attempts to assign ,transfer, sublet or otherwise parts with the entire works or any portion thereof without prior written approval of the Engineer-in-Charge.
- (xii) If the work is not started by the contractor within 1/8 of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Commissioner, DMC/ MD cum CEO (DSCL) 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 DMC/DSCLand to supply material to carry out the works or any part of the work debiting the contractor, with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Commissioner, DMC/ MD cum CEO (DSCL) 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 Divisional Officer as to the value of the work done shall be final and conclusive against the contract or provided always the action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

(c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexpected 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.

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 produced any materials or entered into any engagements or made any advances on account or with a view to the execution of the work of the performance of contract. And in case action is taken under any of the provisions aforesaid, this contractor shall not be entitled to recover to be paid any sum of any work thereto for actually perform 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.**

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-exercised thereof shall not constitute a waiver of any of the conditions hereto 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 to take possession of (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) use as on hire (the amount of hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works of the site thereof, belonging 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 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, material or stores from the Premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

#### **CLAUSE 5 : Extension of Time**

The time allowed for execution of work as specified in the Schedule "AA" or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in schedule. If the contractor shall desire an extension of time for 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 hindrance on account of which he desires such extension as aforesaid and the Executive Engineer with the approval of Commissioner (DMC)/ MD cum CEO (DSCL) shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

#### **Clause 6**

Engineer-in Charge shall except as other wise provided ascertain and determine by measurement ,the value in accordance with contract of work done. All measurement of all items having financial value shall be entered in measurement book and /or level field book so that complete record is obtained of all works performed under the contract.All measurement and the level shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the contractor or their representative as token of acceptance.If the contractor objects to any measurement recorded , a note shall be made to effect with reason and signed by both the parties.If for any reason the contractor or his authorized representative is not available and the of recorded measurement is suspended by engineer-in-Charge or his representative,the Engineer-in-Charge ,and the department shall not entertain any claim from the contractor for any loss or damages on this account .If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has given a notice in writing three days in advance of fails to countersign or record objection within a week from the date of measurement ,then such measurement recorded in his absence by the Engineer-in-Charge or his representative shall deemed to be accepted by the contractor.

The contractor shall without extra charge provided all assistance with every application,labour and other things necessary for the measurement and recording levels. Except where any general or detailed description of the work expressly shows to the contrary measurement shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of the items which are not covered by specifications ,measurement shall taken in accordance with relevant standard method of issued by Bureau of Indian standard and if for any item no such standard is available ,then a mutually agreed method shall be followed .

The contractor shall give ,not less seven days ,notice to the Engineer-in-Charge or his authorized representative in charge of work ,before covering otherwise placing beyond the reach of measurement any work in order that same may be measured and corrected dimensions thereof be taken before same is covered up or placed beyond reach of measurement and shall not cover up and lace beyond reach measurement any work without consent in writing of Engineer-in Charge or his authorized representative in-charge of work who shall within the aforesaid period of seven days inspect the work ,and if any work shall covered up or the Engineer-in-Charge 's consent being obtained in writing ,and same shall be uncovered at the expense of contractor or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurement recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to checking of measurement or levels .It is also term of this contract that recording of measurement of any item of work in the measurement book and /or its payment in the interim ,on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or the material to which it relates nor it shall relieve the contractor from liabilities from any over measurement or defects noticed till the completion of defect liability period.

**Clause 7 : Payment of intermediate certificate to be regarded as advance**

No Payment shall be made for the work having estimated cost of Rs. Two lakhs or less till whole of the work have been completed and certificate of completion given. For works having estimated cost over Rs. Two lakhs, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10<sup>th</sup> working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is /are in accordance with the contract and specifications . Any such interim payment or any part thereof shall not in any respect conclude, determine or affect in any way of powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of certificate from the Assistant Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

**CLAUSE 8 : Completion Certificate and completion plans**

Within ten days of the completion of the work the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no 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, not shall work be considered t 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 on connection with the execution of the work as shall have been erected or constructed by the contractors (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 a 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 no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale the 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 Engineers-in-Charge. In case the contract value is more than Rs.30 lakhs, the completion shall be to the satisfaction of the Superintending Engineer concerned.*

#### **Clause 8-A : contractor to keep site clean**

When the annual repairs and maintenance work is carried out, the splashes 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 items of work in the individual rooms, quarters of premises etc. whether the work is done without waiting for the 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 ten days notice in writing to the contractor.

#### **CLAUSE 8 B :Completion plans to be submitted by contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works as applicable within the thirty days of completion of work .In case contractor fails to submit the completion plans as aforesaid ,he shall be liable to pay a sum of 2.5% of the value of work subject to ceiling of Rs 15000(Rupees fifteen thousands ) as may be fixed by the Superintending Engineer concerned and in this respect the decision of Superintending Engineer shall be final and binding on the contractor.

#### **CLAUSE 9 : Payment of final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of date of final certificate of completion furnished by Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after the submission of final bill and these shall be deemed to have been waived and extinguished .Payments of those items of the bill in respect of which there is no dispute ,for the quantity and rates as approved by Engineer-in-Charge ,will as far as possible be made within period specified here in under, the period being reckoned from the receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer ,complete with account of materials issued by the department and the dismantle material .

(i) If the Tendered value of work is up to Rs. 15.00 lakhs : 3 months

(ii) If the Tendered value of work exceeds Rs. 15.00 lakhs : 6 months

#### **CLAUSE 9A : 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 Commissioner, DMC/ MD cum CEO (DSCL).

**CLAUSE 10: STORES SUPPLIED BY DMC/DSCL**

Material which DMC/DSCL will supply are shown in schedule 'B' which also stipulates quantum ,place of issue and rates(s) to be charged in respect thereof .The contractor shall be bound to procure them from the Engineer-in-Charge.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 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 a notice in writing under his hand 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 handover the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the conditions of the stores/materials. The price allowed to the contractor, however, shall not exceed the amount charged to him exceeding 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 or contravention to the terms 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 no case beentitled to any compensation or damages on account of any delay in supply or non-supply thereof of all any such material 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 is the time of completion 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 the Engineering- 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 given time at the stores godown, from the public market suitable to division for obtaining a supply thereof).

The material supplied under clause 10 shall not be construed as "Sales" for determining the sales tax under H.P General Sales Tax Act 1968.

**DETAIL STORES TO BE SUPPLIED BY DEPARTMENT**

Sr.No	Itemof Stores supplied by Deptt	Unit	Rate i/c all charges	Place of issue of Store
-------	---------------------------------	------	----------------------	-------------------------

1	CEMENT	Per Bag	300	DMC/DSCL Store
2	STEEL	Per KG	47.00	DMC/DSCL Store

The store shall issue 2 No. items only

**CLAUSE 10-A : Material provided by contractor**

The contractor shall at his own expenses, provide all material required for the works and other than those which stipulated to be supplied by the DMC/DSCL.

The contractor shall at his own expenses without any delay, supply to engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall in conformity with the specifications laid down or referred in the contract. The contractor shall, if requested by Engineer-in-Charge furnish proof to the satisfaction of Engineer-in-Charge that material so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to Contractor in writing whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of Engineer-in-Charge shall be issued after the test result are received.

The contractor shall at his risk and cost submit the samples of material to be tested or analyzed and shall not make use or incorporate in the work any material represented by the samples until required tests or analysis have been made and material fully accepted by the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measure required to be taken on account of and result of testing of materials.

The contractor shall at his own risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required numbers of samples for such time and such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all the times have access to the work and to all workshop and places where work is being prepared or from the materials, manufactured articles or machinery are being obtained for the works and contractor shall afford every facility and every assistance the right to such access. The Engineer-in-Charge shall have full powers to require the removal of material. 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 employee 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. The contractor shall at his own expense, provide a material testing lab at site of work for conducting routine field tests. The lab shall be equipped at least with testing equipment as specified in schedule F.

**CLAUSE 10B : Secured advance on non perishable material**

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 up to 75 percent of the estimated value of any materials which are in the opinion of the Engineer-in-charge non-perishable, non fragile, non combustible 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 of clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature ,fragile and combustible with the approval of Engineer-in-Charge provided the contractor provide a comprehensive insurance cover for the full cost of such materials. The decision of Engineer-in-charge shall be final and binding on the contractor in this matter .No secured advance ,shall ,however ,be paid on high risk materials such as ordinary glass ,sand ,petrol, diesel ,etc.**No mobilization advance shall be paid for machinery.**

**CLAUSE 10C:Payments on account of increase in prices /wages due to statutory orders**~~(Strike if not applicable)~~

~~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 here of and/or wages of labour increases as a direct result of 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 contract or 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 shall be final and binding) attributable to delay in the execution of the contract with in the control of the contractor. If during the process 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 price 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 of 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 prices of materials and/or wages as they prevailed at the time of acceptance of tender for the work minus ten percent thereof and the prices 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 condition 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 up to 10% increase on the Price of material and/or wages of labour is to be borne by the contractors. No. adjustment of profit is allowed under clause 10-C.~~

**Clause 10(CA) :-( strike if not applicable in offline mode)**

~~if after submission of the tender, the price of cement, steel, bitumen and POL incorporated in the works (not being a materials supplied from the Engineer -in charge's store ) increases beyond the prices prevailing at the time of last stipulated date for receipt of tender for the work, then the amount of contract shall accordingly be varied in accordance with the following principles and procedure and as per formula given in the contract date:-~~

~~(a) The price adjustment shall apply for the work, done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by Engineer with the prior approval in writing of the Superintending Engineer before expiry of the stipulated schedule laid down in the agreement and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.~~



~~(b) No contractor's profit shall be admissible/payable in the resultant differential/incremental amount due to increase in prices.~~

~~(c) The price adjustment shall be determined during each month from the formula given in the contract data.~~

~~(d) if there is decrease in prices of these materials, Government shall be entitled to deduct from the dues of the contractors such amount as shall be equivalent to the difference between the prices of these materials as prevailed at the time of last stipulated date for receipt of tender, including extensions, if any for the work.~~

~~(e) Following expressions and meanings are assigned to the work done during each month.~~

~~R = Total value of work done during the month. it would include the amount of secured advance granted, if any during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked out separately based on the terms mutually agreed.~~

**The formula (e) for adjustment of prices are:-**

~~R = Value of work as defined below (e) above.~~

#### **Adjustment for cement component**

~~Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:~~

$$V_c = \frac{0.85 * P_c * R * (C_i - C_o)}{100 C_o}$$

~~V<sub>c</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.~~

~~C<sub>o</sub> = The All India Wholesales price index for cement published by Economic Advisor to Govt of India ,Ministry of Industry on the 28 days preceding the opening of bid.~~

~~C<sub>i</sub> = The All India Wholesales price index for cement published by Economic Advisor to Govt of India ,Ministry of Industry & Commerce for the month under consideration.~~

~~P<sub>c</sub> = Percentage of cement component of the work.~~

#### **Adjustment for steel component.**

~~Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:~~

$$V_s = \frac{0.85 * P_s * R * (S_i - S_o)}{100 S_o}$$

~~V<sub>s</sub> = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.~~

~~S<sub>o</sub> = The All India Wholesales price index for Steel (Bars & rods ) published by Economic Advisor to Govt of India ,Ministry of Industry on the 28 days preceding the opening of bid.~~

~~τ~~

~~Si = The All India Wholesales price index for Steel (Bars & Rods) published by Economic Advisor to Govt of India ,Ministry of Industry & Commerce for the month under consideration.~~

~~Ps = Percentage of steel component of the work.~~

~~Note: for the application of this clause, index of Bars and Rods has been chosen to represent steel group.~~

**Adjustment of bitumen component:**

~~Price adjustment for increase of decrease in the cost of bitumen shall be paid in accordance with the following formula :-~~

$$\frac{Vb = 0.85 * Pb * R(Bi - Bo)}{100 - Bo}$$

~~Vb = Increase of decrease in the cost of work during the month under consideration due to changes in rates for bitumen.~~

~~Bo = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.~~

~~Bi = The official retail price of bitumen of IOC depot at nearest center for the 15th of the month under consideration.~~

~~Pb = Percentage of bitumen component of the work.~~

**Adjustment of POL (Fuel and Lubricant) component:**

~~Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:~~

$$\frac{Vf = 0.85 * Pf * R*(Fi - Fo)}{100}$$

~~Vf = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.~~

~~Fo = The official retail price of High Speed diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 days prior to the date of opening of Bids.~~

~~Fi = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration~~

~~Pf = Percentage of fuel and lubricants component of the work.~~

~~Note: For the application of this clause, the price of High Speed diesel oil has been chosen to represent fuel and lubricants group.~~

Materials Covered under 10-CA	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be allowed.	Base Price of all the materials covered under clause 10CA


**Clause 10-CC**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Dept. in accordance with clause 10 and 34 hereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract 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 provisions, provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding) due to delay attributable to the contractor in the execution of work :

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 bills, running or final and from this amount the value of materials supplied under clause 10 of this contract or services rendered at fixed charges as per clause 34 of this contract, and proposed to be recovered in the particular bills 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.
4. The compensation for escalation for materials labour and P.O.L shall be worked out as per the formula given below:

**Material:**

i)  $VM = \frac{W * X * (MI - MI_0)}{100 \text{ Mio}}$

VM = Variation in materials cost i.e. increase VM 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 and valid at the time of receipt of tenders, respectively.

**P.O.L only payable if worked on predetermined component in special conditions of contract**

$$\text{ii) } VF = \frac{W * Z * (F1 - Fio)}{100 Fio}$$

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 & Fio = Average index number of wholesale price for group (fuel, power light and lubricant) as published weekly by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration and valid at the time of receipt of tenders, respectively.

5. The following principals shall be followed while working out indices 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 at the end of the three months after the month (excluding) in which the tender was accepted and 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/IF) etc.)relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months the index Mlo & Fio shall be the average of the indices for the month falling within that period.

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

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

$$\text{iii) } VL = \frac{W * V * (LI - Lio)}{100 Lio}$$

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 expressed as percent of the 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 notified by the Latest notification issued by Department of Finance, Govt. of H.P. indicated in the Proforma of Schedules at Sr. No. 6.20. The Latest notification issued by the Govt. of Himachal Pradesh shall be followed for determining the labour rates in sub para 6.

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 downward 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 and in this regard formula herein before stated under this clause 10(cc) shall mutatis mutandis apply, provided that :

i) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in 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 shall be implemented from time to time and the decision of the Engineer-in-charge on 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 case 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 their applicability relevant to the work. The predetermined values are as below.

#### **(A) Building Works**

	<b>Materials %age</b>	<b>Labour % age</b>
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 | 85.00 | 15.00 |
|------------------------------|-------|-------|
2. For composite bridge works with provision for approach roads, the percentages of materials and labour components shall be worked out from Percentages indicated under (B) 1 to 4 above (c) 1

### **Clause 10 D:Dismantled Material Govt/ DMC/DSCL property**

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

### **CLAUSE 10E:**

(i) Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Six Amendment) Act 1982. If any further tax or levy is imposed by 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 Commissioner, Dharamshala Municipal Corporation/ MD cum CEO (DSCL)(whose decision shall be final and binding) attributable to delaying 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 condition as may be necessary and shall allow inspection of the same by a duly authorized representatives of Government/ DMC/DSCL 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 there to.

### **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 conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the specifications, and all such designs, drawings and instructions as are not included in the Himachal Pradesh P.W.D/ BIS/IRC specifications.

These may be read with relevant code of practice of Bureau of Indian Standard(BIS) and relevant Indian Road Congress(IRC) codes with updated versions.

### **CLAUSE 12 : Deviations /variations extent and pricing**

The Engineer-in-Charge, with the approval of Commissioner (DMC)/ MD cum CEO (DSCL) 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 alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same 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 promotion. 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 provisions in their respective order:-

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

(ii) If the rates for 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 specifically 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 then such work be carried out at the rates entered in H.P. Schedule of Rates 2009 with up to the date correction of tender minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work out to tender. HPSR 2009 for civil works, HPSR 2009 for E.I. Works & HPSR 2009 for W.S. & S-I will be applicable.

(iv) If the rates for the 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 in 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 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 out such class of work and arrange to carry it out in such manner as he may consider advisable. Under no circumstance, 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 item 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 effect (algebraical sum) of all additions and deduction ordered.

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

(c) The deviations ordered in 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) The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit. For the purpose of operation of clause 12 (vi) the following work shall be treated as work relating to foundations.

(i) For building plinth level 1.2 meter (4 ft.) above ground level whichever is lower, excluding items for flooring and D.P.C. but including base concrete below the floors.

(ii) For abutments piers, retaining walls of culverts and bridges walls of water reservoirs, the bed or floor level.

(iii) For retaining wall where floor level is not determine 1.2 meters above the average ground level or bed level.

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

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

(vi) For open storm water drains all items except lining of drains.

**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 P.W.D. 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.

The rates determined by the Engineer-in-Charge shall be subject to approval of competent authority, wherever required.

**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 **competent authority** 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 provision of the preceding paragraph shall equally apply to 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 **competent authority** may revise such rates having regard 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 Commissioner (DMC)/ MD cum CEO (DSCL) shall for any reason whatsoever not require the whole work or part 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 having been carried out, neither shall he have any claim for compensation by reason of an alteration having been made in the original specifications, drawings, 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 bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or 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 or any such materials at their purchase price of at local current rates whichever may be less. In the case of such stores, having been issued from 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 from Government stores and returned by contractor to Government stores, credit shall be given to him by 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 contractors 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.**

It shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled 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 materials or articles so specified and provide other proper and suitable materials of article i.e. own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the tendered cost of the work for everyday 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 or re-executive those work or remove and replace with other the materials or articles complained of as the case may at the risk and expense in all respects of the contractors.

**CLAUSE 15 : Suspension of Works**

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
  - (a) On account of any default on the part of the contractor or;
  - (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - (c) For safety of the works or part thereof.The contractor shall, during such suspension, properly protect and secure the works to the extend necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
  - (a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and ;
  - (b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall in addition be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the contractor to his employees and labour at site, which remains idle during the period of suspension adding there to 2% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works , as an abandonment of the works by Government, shall within ten days of expiry of such

period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of the wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Government.

**CLAUSE 16 : Action in case work not done as per specifications**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs.10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure (provided the total value of such items on agreement rates does not exceed 5% of the contract value) or he may reject the work outright without any payment and /or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

**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 premises on which the work or any part of it being executed or if any damages shall happen t the work while in progress, from any cause whatsoever 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 other wise of its completion made have been given by the Executive-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 that 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 work man 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 from the portion pertaining to asphaltic work (except patch work) which is 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 asphaltic work which is governed by sub-para (iii) of clause 35) shall not be refunded before the expiry of 6 months (six months) in case of any work other than road work costing Rs.20,000 and below, after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is later : 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 contract 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 final bill has been prepared and passed whichever is later.

**CLAUSE 18 : Contractor to supply tools and plant**

The contractor shall supply and provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores) plant, tools, appliances, implements, ladders cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or 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 expenses may be deducted, from any money due to the contractor, under the contract and or from his security deposit of the proceeds of sale thereof or of a sufficient portions thereof.

**CLAUSE 18 A :Recovery of compensation paid to workmen**

In every case in which by virtue of the provisions of section 12, subsection (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 the 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 : Ensuring payment and amenities to workers if contractor fails**

In every case in which by virtue of the provision of the contract labor (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 arrangements for workers, employed by P.W.D. Department 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 deposits or from any sum due by Govt. to the contractor whether under this agreement or otherwise Government shall not be 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 laws to be complied by the contractor**

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

**CLAUSE 19 A : 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 the wages of work man.

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

(a) The contractor shall pay not less than fair wages to labourers engaged by him on the work, as per fair wages fixed by the Government from time to time 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 notified by H.P govt are shown in schedule 'F'

(b) The contractor shall notwithstanding 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 P.W.D. Department Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical 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 contractor for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or observance of the regulations.

(e) The contractor shall comply with the previous 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 Benefits Act, 1961 Interstate Migrant Workmen (Regulation of Employment and condition of Service) Act 1979.

(f) The contractor shall indemnify Government and keep indemnified Government against payments to be made under and for the observance of the Laws aforesaid and the H.P P.W.D. Department Contractors Labours Regulations without prejudice to his right to claim indemnify 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 breach of this contract.

(h) Under the provision of the Minimum Wages Act, 1948, Pradesh Administration Minimum Wages Rules 1978 the contractor is bound to allow or cause to be allowed to the labourers directly employed in the work 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 19 C :** In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement the contractor shall at his own expenses 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 the 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 4 and 19 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) the accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and (5) the number of female workers who have been allowed maternity benefit according to clause 19-F and the amount paid to them, failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.500 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 all labour directly or indirectly employed in the works for the performance of contractors 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 I.P.H. Department and its contractors.

**CLAUSE 19 F:** Maternity Benefit Rules for female workers employed by Contractors Leave and Pay during leave shall be regulated as follows:

**1. Leave :-** (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 of miscarriage.

**2. Pay :-** (i) in case of delivery: - Leave pay during maternity leave will be at the rate of the women's average daily earning calculated, on the total wages earned on the days when full time work was done during a period of 3 months, immediately preceding the date on which she gives notice that she expects to be

confirmed 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 earning 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.

**3. Condition for grant of maternity leave :-**No maternity leave benefit shall be

Admissible to a woman unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

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

**CLAUSE 19 G :** In the event of the contractor(s) committing a default or breach of any of the provisions of the Himachal Pradesh P.W.D. 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 filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability to pay to the Government a sum not exceeding Rs.500 for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.500 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. Should it appear to the Engineer-in-Charge that contractor(s) is/are not properly observing and complying with the provision of the P.W.D. Department 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 arrangement 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 that the said rules be complied with and the amenities prescribed herein be provided to the work people within a reasonable time to be specified in the notice. If the Contractor(s) shall fail within the period specified in the notice to comply with and observe the said rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the powers to provide the amenities herein before mentioned according to approved standards and at the cost of the 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 the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractors(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standard within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel 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 labour.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of (6' x 5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the 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

walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered mud gobi and shall be at least 6 inches above the surrounding ground. The roofs shall be laid with thatched or any other materials 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 ventilation shall be provided with suitable leaves for security purposes.

(d)There shall be kept an open space of at least 8 yards 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 purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or riverbanks, which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever 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 the excrete. All charges on this account shall be borne by the contractor and paid directly by him to the Municipality/Authority. The contractor(s) shall provide one

sweeper for every 8 seats in case of dry system.

**6. Drainage:** - The contractor(s) shall provide efficient arrangements for draining away sullage water 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 persons 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 19 J:** - It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction and to hand over to the Engineer-in Charge vacant possession of

Complete building. If such building though completed, is occupied illegally then the Engineer-in Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay 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- 19 K –Deduction of Cess as per provision of Building And Other Construction Worker's Welfare Cess Act,1996 & Himachal Pradesh Building and Other construction Workers Rules,2008**

The department will deduct cess of 1% from each running bill from the gross amount of work done by the contractor .

**CLAUSE 20:- Minimum Wages Act to be complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948 Contract Labour (Regulation & Abolition) Act 1970 and rules framed thereunder and other labour laws, affecting contract labour that may be brought into force from time to time.

**CLAUSE 21:- Works no to be sublet .Action in case of solvency**

The contractor 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 attempts 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 of 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 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 constitutions 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 : Change in firms constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineering-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 the 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 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-fore 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 Commissioner (DMC)/ MD cum CEO (DSCL). 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 matters in disputed of 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 Commissioner (DMC)/ MD cum CEO (DSCL), 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 a term of this contract that no person other than a person appointed by the Commissioner (DMC)/ MD cum CEO (DSCL) 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, 1996 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 disputes. It is also a term 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 time to time with consent of parties enlarge the time, for making and publishing the award.

**CLAUSE 26:- Contractor to indemnify Govt.against Patent Rights**

The contractor shall fully indemnify the Commissioner (DMC)/ MD cum CEO (DSCL) against any action, claim or proceeding relating to infringements 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 immediately notified, thereof and the contractor shall be at liberty, at his own expense to settle any dispute or to conduct any litigation that may arise 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 provisions in tender**

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 question 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 shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of the clause.

**CLAUSE 28:- Action where no specification are specified**

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 due from the contractor**

(1) Whenever any claim or claims for payment of a sum of money arises out of or under the contract, against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if deposited by the contractor and for the purpose aforesaid, the Engineer-in-charge or the government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under

the same contract or any other contract with Engineer-in-charge of the Govt or any contracting person through Engineer-in-charge pending finalization of adjudication of any such claim. **Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due shall be recoverable by way of arrears of land revenue.**

It is agreed to term of the contract that sum of money or moneys so withheld or retained under the lien referred to above by Engineer-in-charge will be kept withheld or retained as such by the Engineer-in-charge till the claim arising out or under the contract is determined by the arbitrator ( if the contract is governed by arbitration clause )by the competent court as the case may be and the contractor will have no claim for the interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(2) Commissioner (DMC)/ MD cum CEO (DSCL) shall have the right to cause in 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 to have been done by him under the contract and found not to be 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, without any interest thereon whatsoever. Provided that Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

**CLAUSE 29-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 withheld or retained by way or lien 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 an 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 withheld 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 damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

**CLAUSE 30:- Prohibition against the employment of coal mining or controlled areas labour.(Deleted)**

The contractor shall not employ coal mining or controlled area labour falling 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 a coal mining or controlled area labourer failure to do so shall render the contractor liable to pay to the Government. A sum calculated at the rate of Rs.10 per day 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: Unfiltered water supply**

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 arrangement made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

**CLAUSE 31A: Departmental water supply ,if available**

Unfiltered water is available will be supplied to the contractor by the department subject to the following condition:-

1) The water charge @ one and half per cent 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: (DELETED)**

(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 wells in Governmentland 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 : Return surplus material**

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 licenses

issued by Government the contractor shall hold the said material economically and solely for the purpose of 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 charges, 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 and/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

**CLAUSE 34: HIRE CHARGES OF PLANTS AND MACHINES (DELETED)**

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

Sr No	Description	Hirecharges per day per hour
.....	.....	.....
.....	.....	.....
.....	.....	.....

(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 other wise 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 and 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 programmer 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 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 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 of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of complaint. The period of major breakdown will be computed starting from the next morning 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 day of 8 hours (inclusive of one-hour lunch break) or part thereof. In case of steam road roller, the period of 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 fuels 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 discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day in that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day as normal charges on any particular day. For working out hire charges for overtime a period of half an hour and above will be charged 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 labour and water that may be required for 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 and machinery once issued to a contractor shall not be returned by him on account of lack of arrangements of labour and materials etc. On his part, the same will be returned only when they require major repairs or when in 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 rollers shall be made for the minimum number of days worked out on the assumption that a roller can be 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 authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the Engineering-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidated per day and maximum quantity of material, area of surfacing as noted against each in the annexed statement (See attachedannexure).

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

(l) In the case of road rollers for consolidation are employed by the contractor himself, logbook for such rollers shall be maintained in the same manner as is 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 (j).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 an 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(DELETED)~~**

1. Mechanical concrete mixers for mixing the mortar and concrete will be supplied by the Government, if any available and if so required by the contractor then 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 it being put into use or not except for the major break down during which period

charges shall not be recovered. The breakdown for a period of 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 loose or damage caused to the machine either during the transit at the site of work.

**CLAUSE 35:- Conditions relating to use of asphaltic materials**

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

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If the bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised 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 the 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) 1 year for works situation more than 5500 ft. above MSL (b) 2 years for works situation less than or equal to 5500 ft. above MSL; from the date of completion of the work and the portion of security deposit relating to asphaltic 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.**

**(1) For Building and Road Works:** - One qualified Engineer/Junior Engineer/ Supervisor having experience of five years. 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.25000/- (Rupees twenty five thousand only) for each month of default in the case of Graduate Engineer and Rs.20000/- (Rupees twenty thousands only) for each month of default in 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 contractors 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.

**(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 cost of work to be executed is more than Rs.2,00,000 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 36A:-** "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 Commissioner (DMC) / MD cum CEO (DSCL) may, in his, discretion cancel the contract, the Contractors shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act."

**CLAUSE 37:-Levy /Taxes/Royalty payable by contractor**

The sales tax /VAT /H.P Entry Tax or any tax on the materials in respect of contract shall be payable by the contractor and DMC/DSCL shall not entertain any claim what so ever in this respect. 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 or alternatively recovery of the material excavated and utilized in the construction as per the billed quantities shall be recovered by the Department. **Otherwise the royalty at prevalent rate shall be deducted on the material consumed in the work.**

(ii) 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 or the wood-work.

**CLAUSE 38 :- conditions for reimbursement of levy/taxes if levied after receipt of tenders**

(i) Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Six Amendment) Act 1982. If any further tax or levy is imposed by 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 Commissioner (DMC) / MD cum CEO (DSCL) (whose decision shall be final and binding) attributable to delaying 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 condition as may be necessary and shall allow inspection of the same by a duly authorized representatives 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 there to.

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

**CLAUSE 39 :-Termination of contract on the death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Commissioner (DMC) / MD cum CEO (DSCL) shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 40 :- If relative working in DMC/ DSCL then contractor is not allowed to tender**

The contractor shall not be permitted to tender for works in DMC/ DSCL (responsible for award and execution of contract) if his near relative is posted as Divisional Accountant or as an officer in any capacity between grades of Commissioner (DMC) / MD cum CEO (DSCL) and Junior Engineer (both inclusive). He shall also intimate the name of persons 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 DMC/ DSCL. 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 gazetted Engineer to work within one year of retirement**

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an HP Govt/ DMC/ DSCL 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 employees is found at any time to be such a person who had not obtained the permission of Himachal Pradesh Government as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

**CLAUSE 42 :- Return of material & Recovery for excess of material issued**

(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 termination of the contract shall be returned to the Engineer-in Charge at a place where directed by him, if 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 P.W.D. Department 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. Over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the tendered cost of the work not more than Rs.2 lacs; up to 4% plus/minus for works the tendered cost of the work is more than Rs.2 lacs up to Rs.5lacs and up to 3% plus/minus for works the tendered cost of the work is above 5 lacs. The difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorized 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 variations 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 laps-pages, plus 5% wastage due to cutting into pieces. Over this theoretical quantity, plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

(iv) After the completion of the work, the actual quantity of cables (other than 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 Measurement Book for purpose of payment and for assessing the consumption of materials used in works. Over this quantity a variation of 5 percent 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 materials actually issued to the contractor and the quantity recorded in the Measurement Book including the authorized variation as stated above if not returned by the contractor shall be recovered at twice the issue rate including storage charges and cartage to site without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract. 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 laps-pages, plus 5% wastage due to cutting into pieces. Over this theoretical quantity, plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

(iv) After the completion of the work, the actual quantity of cables (other than 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 Measurement Book for purpose of payment and for



assessing the consumption of materials used in works. Over this quantity a variation of 5 percent 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 materials actually issued to the contractor and the quantity recorded in the Measurement Book including the authorized variation as stated above if not returned by the contractor shall be recovered at twice the issue rate including storage charges and cartage to site without prejudice to the provisions 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 P.W.D. Department's statement showing quantities of bitumen to be used in different items of work provided in the H.P. Schedule of Rates or in respect of agreement which do not provide for or authorized application of H.P. Schedule of Rates 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 up to plus (excess) 2 ½ percent shall be allowed. The agreements which provide for free supply of bitumen, the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned 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 manner 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 not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charge thereof up to site. 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 agreement regarding return of materials governing the contract. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity 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 up to site. This is without prejudice to declaration of substandard nature of the work done.~~

~~\* The rate as determined and fixed by the Executive Engineer.~~

#### **CLAUSE 43:- compensation during war like situations**

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 building and other things connected there with shall be at 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 damage or destroyed in consequence of hostilities or war like operations, the contractor shall, when ordered in writing by the Engineer-in-Charge remove any debits from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged 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 reconstruction of all works ordered by the Engineer-in-Charge such payments being in addition to compensation up to 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 up to Rs.5000/- and by the Commissioner (DMC) / MD cum CEO (DSCL) 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 (a) 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 the 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 such extension of time for its completion as is considered reasonable by the Executive Engineer.

**CLAUSE 44:-apprentice act provisions to be complied with**

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 breach of the contract and the Commissioner (DMC) / MD cum CEO (DSCL) may in his decision, 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 45:- Release of security deposits after labour clearance**

Security Deposit will not be refunded after contractor produces clearance certificate from Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to labour officer under intimation to Engineer-in-charge .The Engineer-in-Charge , on receipt of said communication shall write to labour officer to intimate if any complaint is pending against the contractor in respect of the work .If no complaint is pending till after 3 months after completion of the work and /or no communication is received from the Labour Officer to effect till six months after the date of completion. it will deemed to have received the clearance certificate and security deposit will be released if otherwise due .

.....  
Signature of the Executive Engineer  
For and on behalf of  
Commissioner (DMC) / MD cum CEO (DSCL)

**SAFETY CODE  
(REFERRED TO UNDER CLAUSE 19-C OF THE TENDER)**

**Safety Code:**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from said construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and land holds shall be provided on the ladder and ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).

2. Scaffolding or staging more than 12 feet above the ground floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and

extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fenced as described in (ii) above.

4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'.0'.

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable sing ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11  $\frac{1}{2}$  inches for ladder up to and including 10 feet in length. For longer ladders this width should be increased at least  $\frac{1}{4}$  inch for each additional foot of length. Uniform step spacing shall not exceed 12 inches. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Excavation and Trenching:**

6. All trenches, four feet or more in depth shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3 feet above the surface of the ground. The site of the trenches which are 5 feet or more in depth shall be stopped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 5 feet of the edges of the trench it half on the depth of the of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances under mining or under cutting shall be done.

**Demolition:**

Before any demolition work is commenced and also during the process of the work :-

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to person employed from risk of the fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to tender it unsafe.

8. All necessary person safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.

(ii) Those engaged in white washing and mixing stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eye sight lids.

(d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(iv) When workers are employed in sewers and manholes , which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided, with warning signals or boards to prevent accident to the public.

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

i.) No paint containing lead products shall be used except in the form of paste or ready made paint.

ii.) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii.) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

iv.) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes of paint ready for use.

v) Measurers shall be taken, where ever required in order to prevent danger arising from the application of a paint in the form of spray.

vi.) Measurers shall be taken, whenever practicable, to prevent danger arising out of form dust caused by dry rubbing down and scrapping.

vii.) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(vii) Overall shall be worn by working painters during the whole of working period.

(viii) Suitable arrangement shall be made to prevent clothing put off during working hour being spoiled by painting materials.

ix.) (a) Case of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of P.W.D. Department. (b) The DMC/ DSCL Department may require when necessary medical examination of workers.

Inspection with regard to the special hygienic precaution to be taken in the painting trade shall be distributed to working painters.

10 When the work is done near any place where there is risk is drawing, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and

adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

11. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or condition:-

*1 (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order, (b) Every rope used in hoisting or lowering materials or as a mean of suspension shall be of durable quality and adequate strength and free from patent defects.*

*2. Every crane driver of hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffold which or give signals to operator.*

3. In case of every hoisting machine and of every crane ring hook, suckle shrivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above, shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

4. In case of departmental machines the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractors machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machine to site of work and gets it verified by the Electrical Engineer concerned.

12 Motors, Gearing, Transmission, Electrical wiring and other dangerous part of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13 All scaffold, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15 To ensure effective enforcement of the rules and regulation relating to safety precautions. The arrangements made by contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department or their representative.

16 Notwithstanding the above clause from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act, or Rules in force in the Republic of India.

## **MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY DMC/ DSC/LOR ITS CONTRACTORS**

### **1. Application:-**

These rules shall apply to all building and construction works in charge of Himachal Pradesh PW.D. Department/DMC/ DSCL.

## **2. Definitions:-**

(i) 'WORK PLACE' means a place at which at an average, fifty or more workers are employed in connection with construction works.

(ii) 'LARGE WORK PLACE' means a place at which, at an average 500 or more workers are employed in connection with construction work.

## **3. First Aid Facilities :-**

(i) At every work place, there shall be provided and maintained so as to be easily Accessible during working hours, first aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipment, namely:-

(a) For work places in which the number of contract labour employed does not exceed 50 each, first-aid box shall contain the following equipment:-

1. *6 small sterilized dressings.*
2. *3 medium size sterilized dressings.*
3. *3 large size sterilized dressings.*
4. *3 large size sterilized burn dressings.*
5. *1 (30ml) bottle containing a two percent alcoholic solution of iodine.*
6. *1(30ml) bottle containing solvalite having the dose and mode of administration indicated on the label.*
7. *1 snake bite lancet.*
8. *1 (30gms) bottle of potassium permanganate crystal.*
9. *1 pair scissors*
10. *1 copy of the first aid leaflet issued by the Doctor, Health Services, Himachal Pradesh.*
11. *1 bottle containing 100 tablets (each 5 grams) of aspirin.*  
*Ointment of burns.*
12. *A bottle of suitable surgical antiseptic solution.*

(b) For work places in which the number of contract labour exceed 500, each first-aid box shall contain the following equipments.

- . 12 small sterilized dressings.*
- . 6 medium size dressings.*
- . 6 large size sterilized burn dressings.*
- . 6 (15gms) packets sterilized cotton wool.*
- . 1 (60ml) bottle containing a two percent alcoholic solution iodine*
- . 1 (60ml) bottle containing salvolatile having the dose and mode of administration indication on the label*
- . one roll of adhesive plaster.*
- . 1 snake bite lancet.*
- . 1 (30gms) bottle of potassium permanganate crystal.*
- . 1 pair scissors*
- . 1 copy of first aid leaflet issued by the Director, Health Services of Himachal Pradesh.*
- . A bottle containing 100 tablets (each of 5 grams) of aspirin.*
- . Ointment of burns.*
- . A bottle of suitable antiseptic solution.*

(iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

(iv) Nothing except the prescribed contents shall be kept in the First-Aid box.

(v) The First-Aid box shall be kept in-charge of a responsible person who always be readily available during working hours of the work place.

(vi) A person in charge of First Aid box shall be a person trained in First-Aid treatment in work places where the number of contract labour employed is 150 or more.

(vii) In work place where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance of the work , First-aid post shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taking ill to the nearest hospitals.

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

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

(iii) Every water supply of storage shall be at distance of not less than 50 feet from any latrine, drain or other source of pollution, where water has to be drawn from an existing well which is within such proximity of latrine, drain or and other source of population, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water-proof.

(iv) A reliable pump shall be fitted to each covered well, the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least one a month.

**5. Washing and Bathing Places** - (i) Adequate washing and bathing places shall be provided, separately for men and women . (ii) Such places shall be kept in clean and drained condition.

**6. LATRINES AND URINALS** - (i) Latrines shall be provided in every work place on the following scale, namely :- (a) Where females are employed, there shall be at least one latrine for every 25 females.

(ii) Where males are employed, there shall be at least one latrine for every 25 males. Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be upto the first 100, and one for every 50 thereafter.

(ii) Every latrine shall be under cover and so partitioned off as to secure privacy and shall have a proper door and fastening.

(iii) Construction of Latrines: - The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-whole system.

(iv) (a) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of workers "For men Only" and "For Women only" as the case

may be. (b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be atleast one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male or females workers as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof, thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times. (b) Latrines and urinals than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of a tap r otherwise so as to conveniently accessible in or neat the latrines and urinals.

(viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of earth for a fortnight (When it will turn into manure).

(ix) The contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

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

**8. Crèches** - (i) At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used by infants for games and play and the others as other bed-room. The huts shall not be constructed on a lower standard than followings:-

(a) Thatched roofs: (b) mud floors and walls: (c) planks spread over the mid floor and covered with matting.

(ii) The rooms shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractors shall supply adequate number of toys and games in the playroom and sufficient number of cots and bedding in the bedroom.

(iv) The contractor shall provide one Dai to look after the children in the crèche when the number of women workers does not exceed 50 and two Dais when the number of women workers exceed 50.

(v) The use of the rooms earmarked as crèche shall be restricted to children, their attendants and mothers of the children.

## **9. CANTEEN**

(i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The Canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.

(iv) The canteen shall be sufficient lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime washed every four months.

(vi) The presents of the canteen shall be maintained in a clean and sanitary condition.

(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per dinner to be accommodated as prescribed in sub rule 9.

(xi) (a) A portion of the dining hall, service counter shall be partitioned off and reserved for women workers in proportion to their number. (b) Washing place for women shall be separate and screened to secure privacy.

(xii) Sufficient tables, stools, chairs or benches shall be available for the number of dinners to be accommodated as prescribed in sub rule 9.

(xiii) (a) [1] There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.

[2] the furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) [1] Suitable clean clothes for the employees serving in the canteen shall be provided and maintained

[2] A service counter, if provided shall have top of smooth and impervious material.



- [3] Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of food-stuffs, and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely:-
- (a) The rent of land and building
  - (b) The depreciation and maintenance charges for the building and equipment provided for in the canteen
  - (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils
  - (d) The water charges and other charges incurred for lighting and ventilation.
  - (e) The interest and amount spent on the provision and maintenance and equipment provided for in the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once in every 12 months by registered accountants and auditors.

#### **10. ANTI-MALARIAL PRECAUTION**

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineering-Charge including the filling up of any borrow pits which may have been dug by him.

**11.** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

#### **12. Amendments:**

Government may, from time to time add to or amend these rules and issue such directions as it may be considered necessary for the purpose of removing any difficulty which may arise in the administration.

### **CONTRACTORS LABOUR REGULATIONS**

**(1) Short Title** - These regulations may be called the Himachal Pradesh Public Works Department Contractor Labour Regulations.

**(2) Definitions** :-In these regulations, unless otherwise expressed or indicated the following works and expression shall have the meaning hereby assigned to them respectively, that is to say:

(i) 'LABOUR' means workers employed by Himachal P.W.D. Department contractor directly or indirectly through a sub contractor or other persons or by an agent on his behalf on a payment not exceeding Rs. 400 per month and will not include supervisory staff like Junior Engineer etc.

(ii) 'FAIR WAGES' means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the HP Govt. for wages the District in which the work is done. (It will be notified/prescribed by the DMC/ DSCL in consultation with the officer of the Industrial Relation Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the Government for that class of employee engaged on the same type of work in the same area).

(iii) 'CONTRACTOR' shall include every person whether a sub-contractor or head-man or agent, employing labour on the work taken on contract.

(iv) 'WAGES' shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.

#### **(3) Working Hours:-**

(i) Normally working hours of an adult employee should not exceed 9 hours a day, and in case of a child 4 1/2 hours a day. The working day shall be so arranged that is inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

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

(iii) Every worker shall be given a paid weekly holiday normally on Sunday.

(iv) In accordance with the provision, Minimum Wages Control Rules, 1978 as amended from time to time irrespective of whether such workers are to be governed by the Minimum Wages Act, 1948 or not.

**(4) Display of notice regarding wages etc.:-** The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work notices in English and in the local Indian Language spoken by the majority of the workers, giving the rate of wages, should have been certified by the Commissioner (DMC) / MD cum CEO (DSCL) or Regulation Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and

(ii) Send a copy of such notices to the Certifying officer. The Labour Advisory Board has decided that certain clauses may be contract Labour Regulation appearing in Govt Departments from 7&8. Accordingly it has been decided that the following amendments may be made in the said forms under the rules mentioned against them:-

**(5) Payment of wages:-**

(i) The contractor shall fix the wages periods in respect of which the wages shall be payable.

(ii) No wages period shall exceed one month.

(iii) Wages of every worker employed on the contract shall be paid (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period accordingly as the number of workers employed in such establishments does not exceed 1,000 or exceeds 1,000.

(iv) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding thereon on which his employment is terminated.

(v) All payment of wages shall be made on a working day except when the work is completed before the expiry, of the wages period, in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

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

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

**(6) 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.**

**(b) Deductions for absence from Duty** *i.e. from the place or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.*

**(c) Deductions for damage** *to or loss of goods especially entrusted to the employed person for custody, or for loss of 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 authorised by the Himachal Pradesh Government.

(iii) No fine shall be imposed on any worker and no deduction for damage or loss shall be made from his wages until he worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three 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.

## 7. LABOUR RECORDS

- i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL ( R&S) Central Rule 1971 (Appendix IV)
- ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL ( R&A) Rules 1971 ( Appendix V).
- iii) The contractor shall maintain **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL ( R&A) Rules 1971 ( Appendix VI).
- iv) **Register of accident**:-The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :
- |    |   |
|----|---|
| a) | Full particulars of the labourers who met with accident.                              |
| b) | Rate of Wages.  |
| c) | Sex   |
| d) | Age   |
| e) | Nature of accident and cause of accident.   |
| f) | Time and date of accident.  |
| g) | Date 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 Workmen'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.  |
- v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL ( R&A) Rules 1971 ( Appendix –XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)

- vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL ( R&A) Rules 1971 (Appendix-II)
- vii) The contractor shall maintain a **Register of Advances** in Form XIII of the CL ( R&A) Rules 1971 (Appendix XIII)
- viii) The contractor shall maintain a **Register of overtime** in Form XXII of the CL (R&A) Rules 1971 (Appendix- XIV)

## 8. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an **Attendance card-cum-wage** slip to each workman employed by him in the specimen form at (Appendix-VII)
- ii) The card shall be valid for each wage period
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.

- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself

#### **9. EMPLOYMENT CARD**

The contractor shall issue an **Employment card** in Form XIV Of the CL (R&A) Central Rules 1971 to each worker within the days of the employment of the worker (Appendix-VIII)

#### **10. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the Contractor shall issue to the workman whose services have been terminated, a **Service certificate** in Form XV of the CL (R&A) Central Rules 1971 (Append

**(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 authorised by the Commissioner (DMC) / MD cum CEO (DSCL) in this behalf.

**(12) Power of Labour Welfare Officer:-** To make investigation or inquiry the Welfare Officer or other persons authorised by Commissioner (DMC) / MD cum CEO (DSCL) on their behalf shall have power to make inquiries with a view to ascertaining enforcing and due and proper observance of the fair wages clause and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or Subcontractor in regard to sub provision.

**(13) Report of Labour Welfare Officer :-** The Labour Welfare Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or inquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has committed with a notice that necessary deductions from the contract'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 within 45 days from the receipt of the report of 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 authorised may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision 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 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 inquiry under these regulation by:

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

(b) *An officer of 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 inquiry under these regulations.

**(16) Inspection of books and slips:-**The contractor shall allow inspection of the wage book and the slips, the register of unpaid wages, the register of accident and the register of lines and

deductions to any of his workers or to his agent at convenient time and place after the notice is received or to the Labour Welfare Officer or any other person, authorised by the Commissioner (DMC) / MD cum CEO (DSCL) on his behalf.

**(17) Submission of returns:-**The contractor shall periodical returns as may be specified from time to time.

**(18) Amendments :-** The H.P. Government may, from time to time, add to or amend and on any question as to the application, Interpretation or effect of those regulation the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner to the Himachal Pradesh Government or any other Person authorised by Himachal Pradesh Government in the behalf shall be final.

## MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor .....

Name and location of the work .....

Name of employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given.
1	2	3	4	5

### Date on which maternity leave commenced and ended

Date of delivery/ miscarriage.	In case of delivery		In case of miscarriage.	
	commenced	Ended	commenced	Ended
6	7	8	9	10

### Leave pay paid to the employee

In case of delivery		In case of miscarriage		Remarks.
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER, REGARDING  
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR  
IN HIMACHAL PRADESH PUBLIC WORKS DEPARTMENT WORKS.**

Name and address of the contractor .....

Name and location of the work .....

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

## LABOUR BOARD

Name of work .....

Name of Contractor .....

Address of Contractor .....

Name and address of Division .....

Name of HP.PWD Labour Officer .....

Address of HP.PWD, Labour Officer .....

Name of Labour Enforcement Officer .....

Address of Labour Enforcement Officer.

Sl.No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks.

Weekly holiday .....

Wage period .....

Date of payment of wages .....

Working hours. ....

Rest interval.



**REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address of Principal Employer .....

Sl.No.	Name and Surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of the workman (Village and Tehhsil, Taluk and District).	Local address	Date of commencement of employment.	Signature or thumb impression of the workman.	Date of termination of employment	Reasons for terminations.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12

### MUSTER ROLL

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address and Principal Employer..... For the Month of fortnight .....

Sl.No.	Name of workman	Sex	Father's/ Husband's name.	Dates					Remarks.
1	2	3	4	5					6
				1	2	3	4	5	

## REGISTER OF WAGES

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address and Principal Employer.....wages Period: Monthly/Fortnight.

Sl. 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 rate.	Amount of wages earned.					Deductions if any (indicate nature)	Net amount paid.	Signature or thumb impression of the workman.	Initial of contract or or his representative.
							Basic wages.	Dearness allowances	Overtime	Other cash payments (indicate nature).	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Wage Card No. ....

**WAGE CARD**

Name and address of contractor ..... Date of Issue.....

Name and location of work ..... Designation .....

Name of workman ..... Month/Fortnight.....

Rate of Wages .....

---

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

---

Morning ..... Rate

Evening ..... Amount

Initial

---

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

The Wage Card is valid for one month from the date of issue ..... Signature.

**19/Form-XIX**

[See rule 78(2)(b)]

**WAGES SLIP**

- Name and address of contractor.....
- Name and Father's/Husband's name of workman .....
- Nature and location of work .....
- For the Week/Fortnight/Month ending .....
- 1. No. of days worked .....
- 2. No. of units worked in case of piece rate workers.....
- 3. Rate of daily wages/piece rate .....
- 4. Amount of overtime wages .....
- 5. Gross wages payable .....
- 6. Deduction, if any .....
- 7. Net amount of wages paid.....

Initials of the contractor or his representative

Form –XIV  
[See rule 76]

**EMPLOYMENT CARD**

- Name and address of contractor.....
- Name and address of establishment under which contract is carried on .....
- Name of work and location of work .....
- Name and address of Principal Employer .....
- 1. Name of the workman .....
- 2. Sl. No. in the register of workman employed .....
- 3. Nature of employment/designation.....
- 4. Wage rate (with particulars of unit in case of piece work).....
- 5. Wage period. ....
- 6. Tenure of employment .....
- 7. Remarks. ....

Signature of contractor

Form-XV (See Rule 77)  
**Service Certificate**

Name and address of contractor .....

Nature and location of work .....

Name and address of workman.....

Age or date of birth .....

Identification marks .....

Father's/Husband's name .....

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

Name and address of Principal Employer.....

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

Signature

## **LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rules 7 (v) of the HP Govt. Contractor's labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of DMC/DSCL.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifference 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 the progress or to property of the DMC/DSCL or of the contractor.
10. Sleeping on duty.
11. Malingering on duty.
12. Giving of false information regarding name, age father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on 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 an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.



Form-XII (See Rule 78(2) (d))

**Register of Fines**

Name and address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband's name	Designation/ nature of employment	Act/ Omission for which fine imposed.	Date of Offence	Whether workman showed cause against fine.	Name of person in whose presence employee's explanation was heard.	Wage period and wages payable.	Amount of fin imposed.	Date on which fine realized.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12

**(See Rule 78(2) (d))**

**Register of Deduction for Damage or Loss**

Name and address of contractor.....

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

Nature and location of work .....

Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband name.	Designation/ nature of employment.	Particulars of damage or loss.	Date of damage or loss.	Whether workman showed cause against deduction .	Name of person in whose presence employee's explanation was heard.	Amount of deduction imposed.	No. of installments.	Date of recovery.		Remarks.
										First Installment	Last installment.	
1	2	3	4	5	6	7	8	9	10	11	12	13

Form-XXII (See Rule 78(2)(d))  
**Register of Advances**

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband name.	Designation/ nature of employment.	Wage Period and wages payable.	Date and amount of advance given.	Purpose(s) for which advance made.	Number of installments by which advance to be repaid.	Date and amount of each install- ment repaid.	Date and which last installment was repaid.	Remarks.
1	2	3	4	5	6	7	8	9	10	11

### Register of Overtime

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

Sl.No	Name of Workman	Father's/ Husband's name.	Sex	Designation/ nature of employment	Date on which overtime worked.	Total overtime worked or production in case of piece rated.	Normal rate of wages.	Overtime rate of wages.	Overtime earning	Rate on which overtime paid.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Dharamshala Municipal Corporation  
(Dharamshala Smart City Limited)  
PERFORMA OF SCHEDULES**

( With reference to General Rules & directions ,Conditions ,Definitions ,Clauses of HPPWD Form no 8)

**Sr No 1.SCHEDULE 'A'**

Schedule of quantities (as per PWD-3)

**Sr No 2.SCHEDULE 'B'( Refer clause 10)**

**DETAIL STORES TO BE SUPPLIED BY DEPARTMENT**

Sr.No	Item of Stores supplied by Deptt	Unit	Rate i/c all charges	Place of issue of Store
1	CEMENT	Per Bag	300	DMC/DSCL Store
2	STEEL	Per Kg	47	DMC/DSC L Store

**Total items 2 Nos. only**

Sr No 2.1 In case bitumen/emulsion is supplied by the department in drums, in such case not less than 80% empty drums shall be returned to the department failing which relevant cost shall be recovered as per the rate decided by the Engineer-in-Charge.

**Sr.No 3. SCHEDULE 'C'(Refer clause 34)**

Sr.No 3.1 (a) The following plant and machinery required for the work will be issued to the contractor on hire on conditions given below if available only.

Sr No	Description	Hirecharges per day per hour	Place of issue
.....	.....	.....	
....	.....	.....	
....	.....	.....	

**Sr.No 4. SCHEDULE 'D'**

if any Extra schedule for specific requirement /document for the work

- (a).....  
(b).....

(c).....

**Sr.No 5 SCHEDULE 'E' (indicate whether 10C/10CC/10CA is applicable)**

For determining the components for clause 10CC

**(A) Building Works**

**Materials % age Labour % age**

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 driftage / 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	85.00	15.00
2. For composite bridge works with provision for approach roads, the percentages of materials and labour components shall be worked out from Percentages indicated under (B) 1 to 4 above (c) 1		

For determining the component for clause 10-CA

Component of Cement

.....%

Expressed as percentage of total value of work

Component of Steel

.....%

Expressed as percentage of total value of work

Component of Bitumen

.....%

Expressed as percentage of total value of work

Component of Civil works (except cement, steel, Bitumen)

.....%

Component of Labour

.....%

Expressed as percentage of total value of work

Component of P.O.L

.....%(< 8%)

Expressed as percentage of total value of work

## Sr No 6 SCHEDULE 'F'

### Reference to General Rules & directions

Sr No 6.1 Officer inviting tender **Executive Engineer** on behalf of Commissioner (DMC)/ MD cum CEO (DSCL)

Sr No 6.2 Name of work: Designing And Construction Of Smart Street/Path In Ward No 10,11,12,13,16& 17 Of Dharamshala Municipal Corporation H.P. For Paving Of Street/Path Road With Concrete/ Interlocking Paver Tiles , Service/Utility Duct For Water Supply Pipes, Optical Fibre, Electric Cable And Other Allied Services , Side Drain For Storm Water , Retaining Walls/Toe Walls/Railings Etc. With Provision Of Barrier Free Access, Spaces For Street Furniture.S/H: See Annexure "C" For Details Of Works.

Sr No 6.3 cost of tender document **Rs** 10 Thousand .

Sr No 6.4 (i) Estimated cost **Rs.461.18 Lacs**

### Sr No 6.5 Earnest Money = Rs 5 Lacks

Amount of Earnest money to be deposited as under:-

- |  |                  |
|--|------------------|
| (i) For works costing upto Rs.15.00 lacs                   | = 2%             |
| (ii) For works costing between Rs.15.00 lacs to 50.00 lacs | =                |
| (i)+1.5%   |                  |
| (iii) For works costing above Rs.50.00 lacs                | =(ii)+1%         |
| with   | Maximum          |
| limit  | of Rs.5.00 lacs. |

Sr No 6.6 (iii) **Performance security** of **Rs**(5% of tendered value) to be submitted within **15 days** of award of work in shape of FDR of schedule bank or Bank guarantee of of schedule bank pledged in name of Commissioner (DMC/ MD cum CEO (DSCL) **payable at Dharamshala**

Sr No 6.7 (iv) Security Deposits = 5% of tendered value

Sr No 6.8(v) Time allowed for completion of work= **5 Months**

**Sr No 6.9 Refer to 19 of general rules & directions (strike out if not required)**

Sr No 6.10 Minimum similar work done in last **five** years (without Liquidated Damage or compensation)

Three works not less than 40% (forty percent ) of the estimated cost.

Two works not less than 60% (Sixty percent ) of the estimated cost.

One work not less than 80% (Eighty percent ) of the estimated cost.

### Reference to conditions of contract

#### Sr No 6.11 Refer to condition no 2

Definitions

2(v) Engineer-in-Charge **Executive Engineer**

2(viii) Accepting authority Commissioner (DMC/ MD cum CEO (DSCL)

(2x) percentage of material & labour  
To cover all overheads and profit

2(xi) Standard Schedule of Rates **HPSR 2009**

2(xii) Department DMC/ DSCL

9(ii) Standard HPPWD contract form HPPWD form no 8 as modified & corrected up to October 2016

#### Sr No 6.12 Reference to Clauses of contract :

##### Clause 2

Authority for fixing

compensation Commissioner (DMC/ MD cum CEO (DSCL)

#### Sr No 6.13(a) Clause

5

No of days from the date of issue 15 days of letter of acceptance for reckoning as Date of start

#### **Table of Mile Stone (s)**

Table of Mile Stone (s)

Sr.No.	Description of Milestone(Physical)	Time Allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone.
1	Submission of Design	20 Days	In the event of not achievement the necessary progress as



			assessed from the running payments, 2.5% of the tender value of work will be with held for failure of each mile stone.
2	1.5Km	50 Days	-do-
3	3.0 Km	80 Days	-do-
4	5.0 Km	120 Days	-do-
5	6.6 Km	150 Days	-do-

**Time allowed for execution = 150 Days.**

**Sr No 6.13(b) Refer clause no 7**

- i) Minimum value of work done should be 15% of the contract value for works of contract value less then Rs. 60 lacs.
- ii) Minimum value of work done should be 10% of the contract value for works of contract value more then Rs. 60 lacs.

**Sr No 6.14 Refer clause no 10A**

**List of Equipment to be provided by contractor at site**

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....

**Sr No 6.15 Refer clause no 10 B**

Whether clause no 10B applicable

**Yes /No**

**Sr No 6.16 Refer clause no 11**

Specifications to be followed for execution of work

For Building work  
buildings 1990

H.P.PW.D specification for

For Road work (Rural)

Ministry of Rural department  
Govt of India specifications for  
rural roads May 2007

For Road work (NH or CRF Roads)  
Highway

Ministry of Road Transport &  
Govt of India specifications

**Sr No 6.17 Refer to clause no 12**

Deviation limit for which 12A shall apply--- 30%

**Sr No 6.18 Refer to clause no 16**

Competent authority for deciding reduced rates Commissioner (DMC)/MD cum CEO (DSCL)

**Sr No 6.19 Refer clause no 18**

List of mandatory machinery, tools & plants to be owned by contractor

Sr no	Description of Machinery ,T&P	No. required at site
1.	Concrete batch mix plant	1
2.	Vehicle mounted concrete mixer	2
3.	Testing lab	1
4.	Tippers/ Truck	3
5	Water tanker	2
6.	Viberators/ Mixer	At each site
7	Shuttering etc	As per requirement

Submit documentary proof of ownership.

**Sr No 6.20 Refer clause 19 B**

Fair wages shall be applicable as notified by the H.P. Govt. and applicable on the date of opening of the tender.

**The rates of daily wages in respect of various categories of daily wages engaged in various Department in H.P. are revised as shown in Annexure-I.**

All those engaged on daily wages basis/part-time basis in the Scheduled Tribal Areas of the State shall be allowed 25% enhancement on the revised daily wages as per Finance Department's Office Memorandum No. FIN (PR) B(7)-1/95-II dated 17.04.1998.

**EMPLOYMENT IN CONSTRUCTING / MAINTENANCE OF ROADS OR IN BUILDING OPERATIONS STONE BREAKING OF IN STONE CRUSHING. PAYMENT OF WAGES TO LABOURERS AS per latest Govt. of HP notification.**

## PERFORMANCE BANK GUARANTEE

To:  
Commissioner (DMC)/ MD cum CEO (DSCL)

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until \_\_\_\_\_ (i.e.) 45 days from the date of expiry of the Defects Liability Period (Refer clause 17 & clause 35 for asphaltic works) .

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank [REDACTED]  
Address [REDACTED]  
Date [REDACTED]

*1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

**PERFORMANCE GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ between \_\_\_\_\_ son of \_\_\_\_\_

hereinafter called the Guarantor on the one part) and the Commissioner (DMC)/MD cum CEO (DSCL)

WHEREAS THIS AGREEMENT is supplementary to a contract (hereinafter called the contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE part and the Commissioner (DMC)/MD cum CEO (DSCL) on the other part whereby the contractor inter alia undertook to render the buildings and structures in the said contract recited completely water and leak proof. AND WHEREAS THE GUARANTEE 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 tender 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 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 damage to the roof.

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

(c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final. During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, tender 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 failing 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 thereunder 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 GUARANTOR 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 \_\_\_\_\_ and by

\_\_\_\_\_ and for and on behalf of the Commissioner (DMC)/MD cum CEO (DSCL) on the day, month and year first above written.

Signed, Sealed and Delivered by OBLIGOR in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED FOR AN ON BEHALF OF THE Commissioner (DMC)/MD cum CEO (DSCL) in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Contractor Executive Engineer

**DHARAMSHALA MUNICIPAL CORPORATION**  
**"NOTICE INVITING E-BIDS"**

On line bids on item rate basis are hereby invited on behalf of Commissioner (DMC)/ MD cum CEO (DSCL) in electronic tendering system in two covers for the below mentioned work from the contractors/firms enlisted in appropriate class /Unlimited/Special category with CPWD/HPPWD/HPIPH/ MES/ NHAI and other Government, Semi-Government organizations and with Private Sector organizations of repute for the following work.

Sr. No	Name of work	Estimated Cost (Rs.)	EMD (Rs.)	Cost of tender (Rs.)	Time Limit
1	Designing And Construction Of Smart Street/Path In Ward No 10,11,12,13,16 & 17 Of Dharamshala Municipal Corporation H.P. For Paving Of Street/Path Road With Concrete/ Interlocking Paver Tiles , Service/Utility Duct For Water Supply Pipes,Optical Fibre,Electric Cable And Other Allied Services, Side Drain For Storm Water , Retaining Walls/Toe Walls/Railings Etc. With Provision Of Barrier Free Access, Spaces For Street Furniture. (S/H: See Annexure "C" For Details Of Works).		5 Lacs	10,000	5 Months

Tender document and other instructions can be downloaded or viewed online from the portal <https://hptenders.gov.in> by the firms/individuals registered on the website, which is free of cost.

As the bids are to be submitted online they are required to be encrypted and digitally signed, the bidders are advised to obtain Digital Signature Certificate (DSC) from suitable vendors or from any authorized agency at the earliest.

**Key Dates:-**

I	Date of online publication	26.11.2016 at 17.00 P.M.
II	Downloading of e-tender Documents	From 26.11.2016 at 17.00 P.M. Upto 11.00 AM on 26.12.2016
III	Date of submission of e tendering.	From 26.11.2016 at 17.00 P.M. Upto 11.00AM on 26.12.2016
IV	Physical submission of EMD is:- ➤ FDR-Fixed deposit Receipt Physical submission required tender documents (Hard copy) and cost of tender in the shape of DD Demand Draft) submit to this office on or before 26.12.2016 upto 11 AM.	26.12.2016 Upto 11.00 AM
V	Date of opening of bid	26.12.2016, 12:30 PM (Onwards)
VI	Date & Time of Pre Bid Meeting	13.12.2016 at 11.00 AM

**TERMS AND CONDITIONS**

1. The e-tender documents shall be uploaded online in 2 covers:-
  - i). Cover-I. Shall contain scanned copies of "Eligibility information"
  - ii) Cover-2 . Shall contain "Financial Bid" on the prescribed form.
2. Cover-I. Shall contains Scanned copies of following "Eligibility information" (Scanned copies to be uploaded)

- i) Bid security in the shape of original demand draft/FDR towards the cost of (a) Bid document, (b) Original bid security/Earnest Money Deposit (EMD) **duly pledged in favor of Commissioner, DMC/ MD cum CEO (DSCL).**
- ii) Certificate of registration with in appropriate class with CPWD/HPPWD/HPIPH/ MES/ NHAI and other Government, Semi-Government organizations and with Private Sector organizations of repute.
- iii) Copy of Registration under HPGST, latest income tax clearance certificate, copy of PAN etc.
- iv) The bidder must have completed three similar works costing each not less than 40% of the given estimated cost (without liquidity damage) or The bidder must have completed two similar work costing not less than 60% of the given estimated cost (without liquidity damage) or The bidder must have completed one similar work costing not less than 80% of the given estimated cost(without liquidity damage). Work done certificate issued by rank of officer not less than Executive Engineer during the last two years ending 31/3/2016 regarding similar works must be appended with the application. The Bidder should satisfy the Engineer-in-charge that it does not have more than two incomplete work of similar nature as per eligibility criteria.
- v) ***Similar work means work for the construction of Smart streets/ paths /concrete roads, having similar design elements.***
- vi) ***All other documents mentioned in point No. 7 below & eligibility criteria regarding special conditions of work as mentioned in Annexure "S".***
- 3 Tenders of contractors, whose performance for execution of similar works has not remained satisfactory under the Government Departments, are liable to be rejected.
- 4 The contractor will be responsible for watch and ward of material at site of work.
5. **Cover-2** Shall contain BOQ where contractor will quote his offer for each item.
6. The tenders of the contractors/firms who fail to fulfill the eligibility information will summarily be rejected.
7. **The contractor will submit the hard copy of original tender documents, work done certificate (last 5 years), annual turnover (last 5 years), Sale Tax, Income tax clearance certificate, enlistment /Registration proof , EPF registration, Bid security and cost of tender documents & Earnest money in the office of the Commissioner, DMC on or before 26/12/2016 upto 11 AM.**
9. The individual contractors/representatives of the firm should inspect the site and make themselves conversant with the site conditions.
10. Earnest money of L1, L2 and L3 bidders shall be retained for a period of 30 days.
12. If opening day is a holiday, the tenders shall be opened on next working day at the same time.
13. The offer of the tender shall be kept open for 120 days.
14. Third party inspection will be carried out by the suppliers/ firm at his own cost from one of the following agencies in presence of Dharamshala Municipal Corporation/DSCL representatives for HDPE pipes, RCC pipes, Paver blocks, Resin Manhole chambers, CI Gully gratings.
  - (i) DGS & D
  - (ii) RITES
  - (iii) BUREAV VARITAS
  - (iv) SQS
  - (v) LIO YOS
  - (vi) DET MORSES
15. **Instructions for e tendering:-**
  - i) The contractor should register himself on website <https://hptenders.gov.in> and obtain user ID, password, before bidding.
  - ii) Entire tender process will be carried out online through above mentioned website. Contractors/firms are advised to procure e-token/digital signing certificate from suitable venders or from any authorized agency.
  - iii) Before submission of online Bids, Bidders must ensure that scanned copies of all necessary documents have been uploaded with the bid.

Executive Engineer,  
Dharamshala Municipal Corporation



**No.DMC/Engg/2016/**

**Dated:**

**Copy forwarded to the following:-**

1. The Hon'ble Mayor/ Dy. Mayor, DMC for information please.
2. The Executive Engineer, HPPWD Dharamshala for wide publicity.
3. The Executive Engineer, I& PH Dharamshala for wide publicity.
4. The Editor, Indian Express Newspaper for publication of tender please.
5. The Editor, Punjab Kesari Newspaper for publication of tender please.
6. The Editor, Hidustan times Newspaper for publication of tender please.
7. Notice Board.

Execuitve Engineer,  
Dharamshala Municipal Corporation

**(Sr No 6.14 Refer clause no 10A )**

<b>LIST OF LABORATORY EQUIPMENTS FOR ROAD WORKS ABOVE Rs 100.00 lacs</b>			
<b>S.No.</b>	<b>Laboratory Equipment Required</b>	<b>Quantity Required for New connectivity Roads</b>	<b>Quantity required for M/T of Roads</b>
1	Post Hole Auger with Extensions	One set	
2	Digging tools like pickaxe, shovel, etc	One set	
3	IS Sieves Nos. with lid and pan (90mm, 80mm, 63mm, 53mm, 45mm, 27.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 37.5mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 micron, 425 micron, 300micron, 150 micron, 180 micron, 90 micron and 75 micron)	One set	One set
4	Standard Proctor Density Test Apparatus with rammer	One set	
5	Sand Pouring Cylinder with tray complete for field density	One set	
6	Core Cutter (10cm dia), 10cm/15cm height complete with dolly and hammer	One set	
7	Speedy moisture meter complete with chemicals	One set	
8	Straight Edges	Two no	
9	Digital Thermometers		Three No
10	Liquid Limit and plastic limit testing apparatus complete with One set water bottle and glass wares	One set	
11	Gas burner, sand bath	One set	
12	Camber Board	Two set	
13	Electronic/digital balance 1 kg with the least count of 0.01 gm	One no.	One set
14	Electronic/digital balance 5 Kg	One no.	One set
15	Pan balance with weight Box, 5 Kg	One set	One set
16	Oven (ambient to 200°C)	One no.	
17	Water bath (ambient to 100°C)	One set	
18	Bitumen extraction apparatus		One set
19	Penetration apparatus (Bitumen)		One set
20	Enamelled tray		One set
21	Measuring taps, spatula, glassware, porcelain dish, pestle mortar	One set	
22	Trays for measurement of tack coat quantity		Three No
23	Slump cone	Two No	
24	Aggregate Impact Value Apparatus	One Set	
25	Cube Mould (150X150X150) mm	Six No.	
26	Water Absorption test Apparatus	One Set	
27	Thickness Gauge	One No.	

**Note:**

(a) For works costing more than Rs 100 lacs the bidder shall set up field test lab with above mentioned equipments with in fifteen days of award letter. In case this is not provided at site Rs. 25000/- shall be withheld from his bills and shall be released only after necessary equipments are provided by the contractor. During that period the test shall be got conducted in the deptt.lab and the expenditure shall be deducted from the contractors bill. No compliance of this provision shall entail forfeiture of the withheld amount of Rs 25000/-.

(b) In case where new connectivity or widening is being done with M/T, then all equipments shall be required.

(c) For works below Rs 100.00 lacs the quality tests shall be conducted in the deptt labs and expenditure incurred shall be deducted from the contractors bill.

**FINAL INSPECTION CERTIFICATE**

“That I, Sh. \_\_\_\_\_ Executive Engineer, \_\_\_\_\_  
DMC/DSCL, \_\_\_\_\_, have inspected on dated \_\_\_\_\_  
the work \_\_\_\_\_,  
costing Rs. \_\_\_\_\_, awarded to Sh. \_\_\_\_\_ for  
Rs. \_\_\_\_\_ vide Executive Engineer letter No. \_\_\_\_\_  
dated \_\_\_\_\_ Agreement No. \_\_\_\_\_, having stipulated  
date of completion as \_\_\_\_\_, and observed that the said work has been broadly  
completed/ nearing completion as per the provision of DPR/Contract (except some variations/  
changes which were just and necessary to secure proper completion of work) and the quantity of  
the work is good / satisfactory. No items of the work have been unfairly/unnecessarily exceeded  
/reduced /added /deleted and approve for accepting completion of work and finalization of the  
bill.

Commissioner (DMC)/MD cum  
CEO (DSCL)

**Special Conditions:-**

1	The bidder must have the concrete batching plant alongwith vehicle mounted cement concrete mixer suitable for such types of street and ownership proof thereof should have to be uploaded along with bid.		
2	The bidder must have completed three similar works i.e) concrete roads costing each not less than 40% of the given estimated cost OR		
3	The bidder must have completed two similar works i.e. concrete roads costing each not less than 60% of the given estimated cost OR		
4	The bidder must have completed one similar i.e. concrete roads costing not less than 80% of the given estimated cost.		
5	Earnest money in the shape of demand draft or FD, duly pledged in favour of Commissioner Dharamshala Municipal Corporation. No exemption of earnest money is accepted.		
6	The contractor will have to establish field testing laboratory at the site of work & will provide all the equipment to the field staff required for various quality control tests as per the norms fixed by MORTH/ Quality control manual /BIS/IRC specifications		
7	The defects liability period of this work shall be for 5 years.		
8	Name of the technical staff along with their qualification must be uploaded in the bid.		
9	Technical staff required for this work is as under:-		
<b>(A) The Technical Personal to be deputed at site are:-</b>			
<b>Sr No</b>	<b>Personnel</b>	<b>Qualification</b>	<b>No's</b>
1	Senior Site Engineer	Degree in civil Engineering or equivalent +5 years experience	1 No.
2	Junior Site Engineer	Degree in civil Engineering or equivalent or Diploma in civil Engineering +5 years experience	1 No.
3	Surveyor	I.T.I Diploma in Surveying +5 years experience	1 No.
4	Foreman	Nil	1 No.
5	Work Mistri	Nil	1 No.
<b>(B) for field testing laboratory:-</b>			
<b>Sr No</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Lot Size</b>
1	J.E/Lab Technician	Diploma in civil Engineering or B.Sc +3 years experience	1 No.
2	Lab Assistant	I.T.I Diploma Holder or Matric +3 years experience	1 No.
<b>(C) For Routine Maintenance</b>			
<b>Sr No</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Lot Size</b>
1	J.E	Diploma in Civil Engineering +3 years experience	1 No.

## **Annexure B**

### **SPECIFICATIONS FOR INTERLOCKING CEMENT CONCRETE PAVER BLOCKS**

The interlocking concrete blocks should be procured from manufacturer approved by Dharmshala Municipal Corporation/DSCL and satisfying the following criteria. IRC SP 63 2004 shall be used as guideline for Paver Block work.

- a. Manufacturer shall have fully automatic vibro pressing plant with vertical vibration system to ensure maximum compaction to achieve required strength. The grade of concrete should be M – 50.
- b. Manufacturer shall have adequate capacity mixer with digital water meter / moisture control system to maintain constant water/ cement ratio.
- c. Manufacturing plant shall have complete automation with computerized weigh batching system for consistent quality of paving blocks.
- d. Blocks shall be moist cured for initial 24 hours and then water cured for at least 15 days before dispatch to site.
- e. Manufacturer shall have complete laboratory setup for testing blocks as per IS 15658-2006 and should be on approved list of reputed Govt./PSU/equivalent organization.
- f. Manufacturer shall possess excise registration certificate.

		<b>ANNEXURE "C"</b>
<b>S. NO.</b>		<b>DETAIL OF VARIOUS STREET OF DHARAMSALA MUNICIPAL CORPORATION</b>
<b>WARD NO. 10</b>		
	1	S/H: CONSTRUCTION SMART STREET FROM GORKHA BHAVAN TO NEERAJ HOUSE/KHOSLA HOUSE IN WARD NO. 10 OF DHARAMSALA MUNICIPAL CORPORATION
	2	S/H: CONSTRUCTION SMART STREET FROM PARMAR HOUSE TO ART GALLERY/ AMIT HOUSE IN WARD NO. 10 OF DHARAMSALA MUNICIPAL CORPORATION
	3	S/H: CONSTRUCTION SMART STREET FROM ACC CEMENT STORE TO MEERA HOUSE VIA AGRICULTURE OFFICE IN WARD NO. 10 OF DHARAMSALA MUNICIPAL CORPORATION
	4	S/H: CONSTRUCTION SMART STREET FROM GAYATRI BHAVAN TO MOTI RAM HOUSE IN WARD NO. 10 OF DHARAMSALA MUNICIPAL CORPORATION
<b>WARD NO. 11</b>		
	1	S/H: CONSTRUCTION SMART STREET OF EK JOT COLONY IN WARD NO. 11 OF DHARAMSALA MUNICIPAL CORPORATION
	2	S/H: CONSTRUCTION SMART STREET FROM VISHAL MISHRA HOUSE TO KATOCH HOUSE(INCLUDING STREET FROM MAIN ROAD TO DEVA HOUSE) IN WARD NO. 11 OF DHARAMSALA MUNICIPAL CORPORATION
	3	S/H: CONSTRUCTION SMART STREET FROM I S GURUNG HOUSE TO PRAMODH /PRADEEP HOUSE IN WARD NO. 11 OF DHARAMSALA MUNICIPAL CORPORATION
	4	S/H: CONSTRUCTION SMART STREET FROM WELDING SHOP TO SHARMA HOUSE (INCLUDING STREET FROM MAIN SHIV VIHAR ROAD TO GOSWAMI HOUSE) IN WARD NO. 11 OF DHARAMSALA MUNICIPAL CORPORATION
	5	S/H: CONSTRUCTION SMART STREET FROM PARMAR HOUSE TO JAIKARAN HOUSE IN WARD NO. 11 OF DHARAMSALA MUNICIPAL CORPORATION
<b>WARD NO. 12</b>		
	1	S/H: CONSTRUCTION SMART STREET FROM SEVEN ELEVEN MART TO G B THAPA HOUSE IN WARD NO. 12 OF DHARAMSALA MUNICIPAL CORPORATION
	2	S/H: CONSTRUCTION SMART STREET OF SARSWATI COLONY IN WARD NO. 12 OF DHARAMSALA MUNICIPAL CORPORATION
<b>WARD NO. 13</b>		

	1	S/H: CONSTRUCTION SMART STREET FROM DURGA MAL DAL BAHADUR MEMORIAL TO PREM SINGH HOUSE BEHIND HOTEL DH IN WARD NO. 13 OF DHARAMSALA MUNICIPAL CORPORATION
	2	S/H: CONSTRUCTION SMART STREET FROM DARI MELA GROUND TO ROSHAN LAL HOUSE IN WARD NO. 13 OF DHARAMSALA MUNICIPAL CORPORATION
<b>WARD NO. 16</b>		
	1	S/H: CONSTRUCTION SMART STREET FROM SAINI HOUSE TO SINGH HOUSE IN WARD NO. 16 OF DHARAMSALA MUNICIPAL CORPORATION
<b>WARD NO. 17</b>		
	1	S/H: CONSTRUCTION SMART STREET FROM TEMPLE TO GHURLU NALLAH BRIDGE IN WARD NO. 17 OF DHARAMSALA MUNICIPAL CORPORATION