

LUMPSUM STP CONTRACT

CHAPTER I GENERAL CONDITIONS OF TENDER

(i) **1. Location and Description of Work: - Operation and maintenance of 0.99 MLD STP at Mela Ground Bhuntar with its complete network of Zone A&D under Sewerage Scheme Bhuntar Town in Tehsil Bhuntar Distt. Kullu H.P.**

(ii) Sealed lump sum tender, based either on the departmental design (vide Chapter VI) or on the tenderer's own design, conforming to the Design data specified in Chapter VI, as one may chooses, are invited for the **Work: -Operation and maintenance of 0.99 MLD STP at Mela Ground Bhuntar with its complete network of Zone A&D under Sewerage Scheme Bhuntar Town in Tehsil Bhuntar Distt. Kullu H.P.** Estimated cost Rs.526771/- Earnest money Rs.10535/-Time:-Three months. Cost of form Rs.250/- **Estimated Cost :- 526771/- only .**

2. Time limit: - Three months.

The work covered in this tender are required to be completed in all respects with in 36 calendar months from the fifteen day after the date on which the Executive Engineer I&PH Division No. II Kullu at Bhunter issues written orders to commence the work. The tender should be based on this time of completion.

3. Application for Tender Documents.

E. tenders as per procedure mentioned in Form-6.

4. Form on which tender is to be drawn

As mentioned in Form-6..

5. Date time and place of submitting tenders.

As mentioned in Form-6..

6. Procedure for submitting tenders

6.1. The tendered amount shall be quoted in the Schedule quantity..

6.2. The Bidder/Firm / tenderers should ensure that tendered amount quoted in B.O.Q referred to above is not mentioned in any other document directly or indirectly. If any such mention is made the tender will become invalid and shall not be considered.

6.3. The aforesaid letter format shall be put in an envelope which shall be sealed and superscripted Sealed Quotation/ tender for the construction of a O&M across road and bear on the bottom left corner the name of the tender with seal. (Not applicable)

6.4. The other tendered documents and accompaniments to be physically submitted shall consist of the following:

- i) A covering letter from the tender detailing the various considerations of financial bid in his tender,
- ii) A list of all documents accompanying the tender,
- iii) Duly executed power of attorney in original along with its two certified copies in the name of the tenderer's authorized representative to at on behalf of the tenderer.
- iv) Document in respect of payment of earnest money mentioned in clause-7.
- v) GST and income tax clearance certificates of the latest assessment year;
- vi) Detailed outline report on the tenders proposal with a note on his programmer of work as required wide clause 43.2.
- vii) Outline drawings of the tenderer's proposals;
- viii) Reference to or copies of detailed literature, if any, which might have been adopted by the tenderer while making his proposals;
- ix) The schedule of rates for payment on account of deviations that may occur, of materials and T &P to be issued by the Department, of rates of work items as a percentage of the total cost, for interim payments and of component percentages for assessment of cost due to variation in prices in Annexure V to VIII and X:
- x) The increase or reduction over the tendered amount if the conditions stipulated which are contrary to the tender documents are with drawn. The break up of the amount relating to each of the aforesaid conditions should be given.

6.5 The tender document and accompaniments stated in para 6.4 and the sealed envelope mentioned in para 6.3 above shall then be put together in another envelope which shall be sealed and super scribed with the words tender for the work:-

7. Earnest Money: - Rs. 10535/-

7.1. Tenderers are required to deposit earnest money (unless exempted from depositing it) @ Rs10535/-in shape of Demand Draft/ National Saving Certificate/ Fixed Deposit Receipts of a Nationalized bank , National

saving Certificates or National plan certificates (for the amount at which the certificates and papers are purchased and not for their face value) or Post Office Saving Bank Book or Government Securities duly pledged in favour of Executive engineer, IPH Division No.II Kullu at Bhuntar .Certificate of exemption of Earnest Money Deposit alongwith an affidavit about the number of tenders in which he is participating during this period in any of the division of HP I&PH Department and total value of their EMD involved. In case of false information , the contractor will be liable to be black listed. Exemption shall be limited to two times the deposited amount.

7.2. Deposit of earnest money in any other form is not acceptable.

7.3. A tenderer exempted firm deposit earnest money in individual case shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

However, in the event of the work being awarded to him, he shall within 21 days of the issue of letter of acceptance by the Accepting authority, deposit the amount equivalent to earnest money in any form as contained in clause 7.1 to form a part of the security deposit as contained in clause 7.4

7.4 In the case of the successful tenders the amount of the earnest money will be transferred to wards a part of the security deposit to be paid after the award of work.

7.5. Earnest money of unsuccessful tender will be refunded on application by the tenderer after intimation of rejection of his tender is went or expiry of the validity period, whichever is earlier.

7.6 The Department shall not be responsible for any depreciation in the value of the securities nor for loss of interest thereon.

8. Other conditions for submission of tenders

8.1 Inspection of site -The tenderers shall, in their own interest, examine the drawings, conditions of contract and specifications of work. They shall also inspect the site and satisfy themselves on their own as to the hydrological climatic and physical conditions prevailing at site, the nature, extent and practicability of the works, all existing and required roads and other means of communication and access to the site, whether by water or land, availability of housing and other facilities, the availability of different materials and their adequacy, labour and probable sites for labour camps, stores and go downs etc, although details in respect of the site condition . They shall themselves, obtain all necessary information as to risks, contingencies and other circumstances which may affect or influence their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

8.2 Discrepancies in tender:-Should there be any discrepancy in, or any doubts or obscurity as to the meaning of any of the tender documents, or as to anything to be done or not to be done by the tenderer, or as to the instructions to be observed by him, he must set forth in writing such discrepancy, doubt or obscurity and submit the same to the Engineer-in - charge of the works for elucidation as soon as possible, but not later than 14 days before the date fixed for receipt of tenders.

8.3 Sufficiency of tender- The lump -sum tender shall be inclusive of all expenses for proper and entire completion of the work and shall, amongst other things, include all taxes, vat, tolls, octroi, royalties, patent rights etc.

8.4 Whether tendered quotes on the departmental outline design or on his own alternative design, he shall be responsible for furnishing detailed designs & working drawings. Further he shall obtain technical approval of the Engineer-in-charge for each of the components of the work without any extra cost as required in clause 45 before carrying out the work.

8.5 All the pages of the tender documents, accompanying the tender shall be initiated in ink at the lower right hand corner and signed in ink where required in the tender papers by the tenderer or his authorized representative with official seal.

8.6 All corrections, interpolations or cuttings in the tender shall be attested in ink by the tenderer or his authorized agent with his dated signature in ink. Tenders shall not contain any erasures

8.7 The Engineer in - charge shall have the right to omit or suspend certain items of work to revise or to amend tender documents prior to the date of receipt and opening of the tender, Such revisions or amendments or extension, if any, shall be communicated to all concerned, in the form of an addenda by registered post to be issued at least 14 days (this shall be reckoned from the date of issued of the letters) before the due date for receipt of tenders.

8.8 It will be obligatory for the tenderers to keep the offer of their quotation/tender valid for a period of 120 days from the due date for receipt of tenders.

8.9. The tenders shall be in the same units as provided for in the departmental.

Outline design.

8.10 Bar Chart

The contractor shall be required to submit a detailed programme for completion of work within the stipulated period, in the form of a Bar Chart, covering all major activities, to the Engineer-in-Charge with 10 days from the date of award modifications suggested by the Engineer-in-charge shall be incorporated in the bar Chart. It will be ensured by the contractor that the time schedule as laid down in the aforesaid bar Chart/ mile stone is adhered to. Action for not receiving the mile stone shall be taken as per the provisions given in the clauses of contract.

8.11 Site office: The contractor shall construct a temporary site office for supervisory staff of the department and shall also provide necessary furniture. No extra payment for this shall be made on this account.

9. Opening of tenders.

9.1 The tender documents will be opened by the **Executive Engineer, I&PH Division, Kullu No.II at Bhuntar** at his office on dated 03/01/2018 in the presence of the tenderers or their authorised representatives as may be present.

9.2 Thereafter all tenders (eligibility) received will be examined and clarifications sought if necessary, on the conditions which may have been stipulated by the tenderers, and are at variance with the stipulations of the tender documents.

9.3 Each of these condition shall be evaluated from the details furnished in the tenders or, if necessary after obtaining clarification from the tenderer.

9.4. Opening of tender : - As per procedure laid down in Form-6.

9.5. Tenders will be opened in the presence of each of the tenderer or their, representatives as may be present and the lump-sum amounts quoted by them will be read out. In addition, the amount evaluated for each tender for withdrawing or modifying the conditions stipulated by him so as to bring it in conformity with the stipulations in these documents will also be announced. **10 Rejections of Tenders**

10.1 If a tenderers design violates the basic design data supplied with the tender documents, the tender shall be liable to rejection. However, if along with the quotation a tenderer gives reasons which, in the opinion of Engineer-in-charge justify a departure from the basic design data he may, in his absolute discretion, consider the tender on merits. In any case, the tenderer must furnish priced details, showing the financial effect of the departures from the said design data. (Not applicable)

10.2 A tender not accompanied by Income-tax clearance certificate tenders itself liable to rejection.

10.3 A tender not accompanied by full earnest money as prescribed tenders itself liable to rejection.

10.4 If a tenderer proposes any alterations in or addition to the prescribed form of tender (Vide Chapter IV) or reserves the right to decline or carry any out any work included in these tender documents, his tender is liable to be rejected. (Not applicable).

10.5 **The Executive Engineer, I&PH Division No.II Kullu at Bhuntar**, however, reserves the right to reject any or all the tenders with out assigning any reason what so ever.

10.6 Canvassing in connection with a tender, in any form tenders the tender liable to rejection.

10.7 Eligible Material Equipment and Services. At the employer's request, the bidder having offered the lowest evaluated bid may be required to be provide evidence of origin of materials equipments and services to the satisfaction of Employer.

For purpose of clauses 10.7 above "origin" means the place where the materials are mined produced or manufactured similarly for equipment and from where the services are provided.

10.8 Qualification of the Bidder

To be qualified for award of contract bidder shall:-

- a) Submit a written power of attorney authorizing the signatory of the bid .
- b) Have adequate experience financial capacity, adequate bid capacity and technical capacity to undertake the contract, which is included in Sub-clause 10.8 (ii) below.
- c) The bidder shall submit the following information on eligibility and Qualification. .
 - ii) Financial predictions for the current year and the two following years including the effect of know commitments.
 - iii) Current contract commitments/ works in progress.
 - iv) Annual audited turn over.
 - v) Current information regarding litigation debarment, arbitration.
 - vi) Evidence of availability of required nominated key personal in the site organization proposed for the administration and execution of the contract.
 - vii) Availability of critical equipment.
 - viii) Any other information details required to be furnished for qualification criteria.

CHAPTER II

CONDITIONS RELATING TO AWARD OF WORK

11. Award of work:

11.1) The successful tenderer will be notified by a letter (in the form specified in Annexure II) sent by Registered Post to the address shown on his tender, that his tender has been accepted.

11.2) The tender together with the letter of acceptance thereof shall constitute a binding contract between the successful tenderer and the Department and shall form the foundation of the rights and the obligations of both the parties. The terms arrived at during the process of clarifications vide

C1.9.2 will be reduced in writing to specific agreed special conditions prior to the opening of the "Sealed bid/tenders and these shall form a part of the contract. In no case will be letters exchanged between the Department and the successful tenderer form a part of the contract.

11.3) The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawing being followed in preference to small scale drawing and figures dimensions in preference to scale dimensions and special conditions in preference to General Conditions: In case of any discrepancy between Schedule of works, the specification and or the drawings, the following order of preference shall be observed:

- a) Description in Schedule of works.
- b) Particular specifications;
- c) Drawings:
- d) General specifications

If there are varying or conflicting provisions made in anyone document forming part of the Contract the Accepting Authority shall be the deciding authority with regard to the intention of the document. In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

11.4) Any error in description, quantity or rate in Schedule of Works/items 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 drawing and specification or from any of his obligations under the Contract.

12. Security deposit.

12.1) Amount of Security Deposit: - Security Deposit shall consist of two parts (a) Performance Guarantee to be submitted at award of work and. Performance guarantee should be @5% of Contract amount and should be submitted as Bank Guarantee, Government Securities, FDR within 15 days of receipt of letter of acceptance & security deposits as per clause 19 of form 6 under caption Security deposit.

12.2) The amount of the earnest money (vide clause 7 of Chapter-I) of the successful tendered will be treated as a part of the security deposit.

12.3) The recovery of Security Deposit by deduction from running amount bills does not arise in case the contractor deposit the total security deposit in the form of Government Securities in the shape of Bank Guarantee as specified under clause

12.1. Government papers tendered as security shall be taken at the value at which these are purchased and not for their face value.

12.4) All compensation or other sums payable by the contractor under the terms of this contract or any other contract or account will be deducted from his Security Deposit or from any sums which may be due to him or may becomes due to him from the Government on any account and in the event of the Security Deposit being reduced by reasons of any such above noted deduction, the contractor shall within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit.

12.5) There shall be no liability on the Department to pay interest on the Security deposited by or recovered from the contractor, unless or until it is made interest bearing as mentioned in Para 12.1.

12.6) In case the contractor does not complete the work or leaves the work unfinished the security deposited by the contractor will be forfeited.

13. Performance Bond

The successful tenderer, in addition to the prescribed security deposit, shall provide Guarantee of Insurance Company or a Scheduled bank to be jointly and severally bound with the Contractor to the Department for a sum of 5% of his tendered sum for the due performance of the contract. The bond shall be in a form as specified in Annexure-III. The obtaining of such guarantee or the provision of such sureties and the cost of the bond to be so entered into shall be at the expense in all respect of the contractor.

14. Return of Security Deposit

14.1) On satisfactory completion of the work to be certified by the Engineer-in-Charge and handing over of the job to the department half the security deposit will be refunded to the contractor.

14.2) The balance half will be retained by the department free of interest as security against any non compliance with the prescribed specifications, rectification of defects (which the contractor shall be liable to rectify or make good during the defect liability period). This half portion of the security deposit will be refunded with his final bills or after his satisfactory compliance with his liabilities notified to him during the defect liability period (vide clause 67 of chapter III) whichever is later.

CHAPTER III

CONDITION OF CONTRACT

SECTION I-DEFINITION AND INTERPRETATION

15. Definitions

In the "Contract" (as here in after defined) the following words and expressions shall have the meanings here in assigned except where other wise specified.

16.1 The "Contract" shall mean the notice of tender, the sealed quotation and the tender document including the tender and acceptance there of together with the document referred to therein and the conditions with Annexure mentioned therein including any special conditions, specifications designs, drawings, priced schedule/bill of quantities and schedule of rates. All these entire document taken together shall be deemed to from one Contract and shall be complementary to one another.

16.2 The "Contractor" shall means the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

16.3 The "Contract Sum" shall mean the sum for which the tender accepted.

17.1 The "Accepting Authority" shall mean the Engineer-in-charge.

17.2 The "Executive Engineer, Irrigation cum Public Health Division No. I Kullu, Himachal Pradesh" shall mean the officer who is designated as such for the time being and in whose jurisdiction of work lies.

17.3 "Department" means the I &PH Department of the state of Himachal Pradesh" and Government mean the Governor of Himachal Pradesh, his successors in office and assigns. **17.4** The "Engineer-in-charge" shall mean the Executive Engineer or in -charge of the works. **18.1** A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

18.2 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

19. "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far both those are un-insurable), war (whether declared or not), invasion, act foreign enemies hostilities, civil war rebellion, revolution insurrection, military or usurped power any acts of God such as earthquake, lightening and unprecedented floods over which the Contractor has no control and accepted as such by there Accepting Authority.

20. "Market Rate" shall be the rate as decided by the Engineer-in -charge on the basis of the cost of materials and labour to the Contractor prevailing at the site where the work is to be executed plus a percentage of 15% to cover all overheads and profit. **21.** "Nominated sub-contractor's shall mean all specialists, merchants, trades men and other executing any special work or supplying any materials for which provisional sums or prime cost sums are included in the contract who may have been or nominated or selected or approved by the Accepting Authority/Engineer-in-charge and shall be demand to be employed by the Contractor.

The nominated sub-contractor shall undertake to wards the Contractor the like obligations and liabilities as are imposed upon the Contractor by the terms of this contract. "Sub-contract" shall mean by contractor entered into by the contract with any such nominated sub-contractor.

22. The "Site" shall mean the lands and/or other place on, under, in or through which the work is to be executed under the Contract including any other land or places which may be allotted by Department or used for the purpose of the Contract.

23. "Temporary Works" shall mean temporary works of every kind required in or about the execution, completion or maintenance of the work.

24. "Urgent Works" shall mean any measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to aviator any risk of accident or failure or which become necessary for the security of works or the persons working thereon.

25. The "Works" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional altered or substituted works as required for performance of the Contract.

26. Singular and Plural

Interpretations- Where the contract so requires words importing the singular only also include the plural.

27. Heading and Marginal Notes. Heading and Marginal notes, if any, to the General conditions shall not be deemed to form part there of or be taken into consideration in the interpretation thereof of the contract.

SECTION II-SCOPE OF THE CONTRACT SCOPE OF WORK

28. Intent of plans and specification

The work to be carried out under the Contract including all the item may be seen at page I to 15 Volume-II

29. Urgent Works:

"If any urgent work" (in respect where of the decision of the Engineer in charge shall be final and binding) becomes necessary and the contractors is unable or unwilling to carry it out at once. The Engineer -in charge may by his own or other people have it carried out as he may consider necessary. If the urgent work shall be such as the

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contractors is liable under the Contract to carry it out as he may consider it necessary. If the urgent work shall be such as the contractor is liable under the Contract to carry it out at his expense, all expenses incurred on it by the Department shall be recoverable from the Contractors and be adjusted or set off against any sum payable to him.

30. Materials found at site

30.1 Materials of any kind obtained from excavation on the site shall remain the property of the Department and shall be disposed off as the Engineer in charge may direct. Provided that if the excavated material is soil and is used in the work, the use of such materials will be allowed free of cost.

30.2 All fossils, coins, articles of value or antiquity and structure and other remains or things of geological archaeological interest discovered on the site shall be the absolute property of the Department and the Contractors shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately upon discovery there of and before its removal acquaint and obtain the Engineer-in charges directions. All work connected with the removal and carriage of such articles of the place directed by the Engineer-in-charge shall be at the expense of the Department.

31. Deviations

31.1 The Engineer-in-charge may make any alterations additions to or omissions from the work as described in the tender documents, including change in the lines, levels, positions and dimensions of any part of the work, that may, in his opinion, be necessary and for that purpose he shall have absolute power to order the Contractor to do and the Contractors shall carry out the same as provided in this contract document.

31.2 The rate of this deviation shall be as provided for in Annexure V of the Contract if the total amount of variation do not exceed an algebraic sum of 10% of the tendered sum up to Rs. 50 lakh plus 5% on any excess over Rs 50 lakh. Where such deviation exceed the above limits, the rates of deviation in excess of the limits, shall be mutually agreed up to between the Contractors and the Engineer-in-Charge

32. Temporary services roads, removal of obstructions, etc.

32.1 Unless otherwise specified the Contractors shall provide and bear all expenses and charge for special temporary service roads required by him in connection with access to the site. He shall after adopt or maintain the same as required from time to time. He shall not object to the use of these services roads by other construction traffic.

32.2 The Contractor will not have any claim in case of delay by the department of removal of trees or shifting rising, removing of telegraph, or electric lines (over head or under ground) and other structures, if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays as provided in clause 46.

33. Final clearing of site

On the completion of work the contractor shall clear away and remove from the site all constructional plant surplus materials, rubbish and temporary work of every kind and leave the whole of the site and works clean and in a work man like condition to the satisfaction of the Engineer-in-charge.

MATERIAL

34. General

34.1 The Contractors shall at his own expense, provide all materials.

34.2 All materials to be provided by the Contractor shall be in conformity with the specification laid down in contract and the Contractor shall, if required by the Engineer-in charge, furnish proof about their suitability to the satisfaction of the Engineer-in-charge.

34.3 Subject to as herein after provided in clause 60.1 all charges on account of octroi, terminal or sale tax ,vat and other duties on materials obtained for the works from any source (excluding materials supplied by the Department including those due to loading, unloading, lead and life shall be borne by the Contractor.

34.4 Departmental officials concerned with the contract shall be entitled, at any time to inspect and examine any material intended to be used in or on the works, either on the site or at factory or workshop or other place (s) where such materials are assembled, fabricated or manufactured or at any place (s) where these are lying or from where these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

34.5 All materials brought to the site shall not be removed off the site without the prior approval of the Engineer-in-charge.

35. Materials to be supplied by the Department:

All the Material will be arranged by the contractor and no material will be supplied by the department.

Procurement of material

36. The Engineer-in-charge on request from the Contractors will, if in his opinion the request is reasonable in the interest of work and progress, assist the Contractors in the procurement of the indigenous materials. He will also assist the Contractors in securing the priorities for deliveries, transport in particulars, railway wagons etc. where such are needed. The Department will not, however, be responsible for the non availability of any of the facilities or

delay in this behalf and no claims either in cost or time on account of such failure or delay shall be admissible against the Department.

37. Storage

37.1 Materials required for the works whether brought by the Contractors or supplied by the Department shall be stored by the Contractors only at places approved by the Engineer-in charge Storage and safe custody of materials shall be the responsibility of the Contractor.

37.2 Explosives and inflammable materials. If explosives or inflammable materials are to be used for the execution of the works the contractor shall at his expense, obtain such license or Licenses as may be required for storing and/using explosive and/or inflammable materials and locate, construct and maintain magazines if such are required for storage in accordance with the requirements of the appropriate Rules in force. The Contractor shall exercise almost care while using explosives and inflammable materials not to endanger life and property and he shall be solely responsible for any and all damages resulting from the storage and use of such materials. Further he shall indemnify absolutely the Department and its officers and employees against any claim and liability arising out of any accident or violation of any laws, rules, orders etc, in force regarding storage and use of such materials.

38. Sampling and testing

38.1 The Contractors shall at his own expense and without delay, supply to the Engineer-in charge samples of materials proposed to be used in the works. The Engineer-in-charge within twenty one days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not.

38.2 If samples are not approved, Contractor shall further arrange to supply to the Engineer in-charge for his approval fresh samples complying with the specification laid down in the Contract.

38.3 The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished at the cost of the Contractor and the contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.

38.4 If any tests other than those specified in the Contract are required by the Engineer-in charge, the Contractor shall provide all facilities required for the purpose of the purpose and the charges of such tests shall be borne by the Department.

38.5 The cost of materials consumed in tests shall be borne by the Contractor in all cases.

39. Defective materials

39.1 Any materials used on work without prior inspection (and where necessary, testing) and without approval of the Engineer-in-charge is liable to be considered un-authorized and defective.

39.2 The Engineer-in-charge shall have full powers for getting removed any or all of the materials brought to the site by the Contractors but are not in accordance with the Contract specifications or do not conform in character or quality to the samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the cost of the Contractor.

39.3 The Engineer-in-charge shall have full powers to require other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply with he may cause the same to be supplied by other means at the cost of the Contractors.

40. Patent rights

The Contractor shall indemnify the Department or any agent, servant and employees of the Department against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or materials or part of included in the Contract.

PLANT AND EQUIPMENT

41. General Rules

41.1 The Contractor shall arrange at his own expense all tools, plant and equipment (here in after referred to as "T & P") required for execution of the work.

41.2 In the case the Contractor so requires, some or all item of T & P listed in Annexure VII will be given to him on hire by the Department, at the rate shown in the Annexure provided he has indicated his requirement at the time of submitting his tender The Department will, however, not be responsible for any delay in supply of Departmental T & P and no claims in cost on account of such delay shall be against the Department. However, suitable extension of time in such cases may be allowed as per clause 46 in the Contract.

41.3 All constructional plant, provided by the Contractor shall when brought on or to the site, be deemed to be exclusively intended for the construction and completion of the work and the Contractor shall not remove the same or any part thereof (even for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-Charge which shall not un be unnecessarily withheld.

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41.4 Upon completion of the works, the contractor shall remove from the site all the said constructional plant.

41.5 The Department shall not at any time be liable for the loss of or damage to any of the said constructional plant saves as otherwise provided in these documents.

41.6 In respect of any constructional plant which the Contractor shall have imported for the purpose of the works the Department will assist the Contractor, where required in procuring any necessary Government consent for re-exporting of such constructional plant if required by the Contractor upon the completion of the work.

41.7 The Department will assist the Contractor where required in obtaining clearance through the customs of constructional plant, accessories and spares parts required for the works.

42. Condition of hire of Departmental T & P

42.1 Soon after acceptance of the tender, the Contractor shall agree in writing with the Engineer-in-charge on a phased programme of his requirement with regard to issue of Department T & P.

42.2 Department T & P hired to the Contractor shall be carried by him at his expense from the place of issue to the site and back, when no longer required by him.

42.3 If the Contractors require any item of T & P on hire from the Department over and above the requirement indicated by him at the time of submitting his tender, the Department may, if such item is available, hire it to the Contractor at a rate to be agreed upon between him and the Engineer-in charge.

42.4 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return

42.5 The contractor will be exempted from levy of any charge for the number of days he is called upon in writing by the Engineer -in-charge to suspend execution of the work, provided department T &P in question has, in fact, remained idle with the Contractor because of the aforesaid suspension of the work.

42.6 The hire charges shall be reckoned as under:

i) The first eight working hours (excluding break one hour) I working day.

ii) Every working hour or part thereof in excess of 8 working hours at the rate of 1/8th of the hire charges for a working day, provided, however, of the Department has paid more than at the rate of 1/8th of the wages of the crew for overtime under the Minimum Wages

Act or any other law for the time being in force, the excess over the 1/8th of the wages shall also be charged to the Contractor.

42.7 If, however, the Department T&P has been worked for less than 8hours or has not been worked during a day. Charges shall be reckoned as under:

a) For working between 4 to 8 hours, for the actual number of hours worked, at the specified hourly rate.

b) For working for less than 4 hours for full 4 hours, at the specified hourly rate and c) when not worked at all, at idle hour charges for the whole day.

42.8 If, however, the Departmental T &P could not be used on account of a major break down, and it has:

i) Not worked at all on a day, no charges will be levied and

ii) Worked for some period before the break down, charges will believed for the actual hours worked.

42.9 The hire charges shown in Annexure 7 cover charges of crew stores for maintenances and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine engine oil, kerosene oil etc, for working Depart mental and all unskilled labour and water required for servicing / wash our shall be borne by the Contractor. The Contractor shall permit the engineer-in -charge to carry out periodical maintenance of Department T &P in accordance with the provision therefore and there will be no deduction in hire charges for the period spent on such maintenance.

42.10 The contractor shall be responsible for care and custody of Department T&P (including employment of chowkidar/s) during the period Departmental T&P remains with him and any damage (fare wear and tear excepted)to any of the equipment (except for Excepted Risks provided always the contractor has taken precaution necessary to protected from such risks) shall be made good at the contractor' expense to the satisfaction of the Engineer-in charge unless such damage is caused because of negligence of crew provided by the Department.

42.11 Department gives no guarantee in respect of Departmental T &P hired to the Contractor and no reduction in respect of any compensation shall be allowed on the ground that out turn of performance of T&P was not to the Contractor's expectation.

42.12 Department T &P hired to the Contractor shall be returned at the place of issue unless otherwise directed)by the Contractor on completion of the work or section of the work or earlier on termination of the hire by Department as hereinafter provided on a written notice by the Engineer-in-charge. Department shall be entitled to terminate the hire on three days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation whatsoever on account of such termination of hire Departmental T&P by the Department. In such an event, however, a reasonable extension of time for completion of the work may be given by the Engineer-in-charge if demanded by the contractor,

42.13 A Log Book for recording hours during which every item of Departmental

Machinery issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge there or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the

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Contractor or his authorized agent. In case the Contractor contests correctness of any entry and/or fails to sign the Log Book the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries of the Log Book.

42.14 Statement of Hire Charges A monthly detailed statement of the hire charges incurred in respect of Departmental T &P and /or transport shall be given by the Contractor to the Engineer-in-charge for verification.

43. Programme of construction

43.1 Time is the essence of the contract and it shall be clearly understood that The Contractor is bound to complete the work in all respect within the time specified vide Cl.2 of these documents.

43.2 The tenderer's programme of work acquired vide Clause 6.4 shall include a Progress Schedule which shall bear a reasonable relation to the total time specified for completion of works. This schedule shall give the forecast of the dates of commencement and of completion of the various construction trades/stages of the work. It shall also indicate the time schedule for all preliminary arrangements the contractor intends to make before start of the work.

43.3 This progress schedule, after modifications, if any, during the process of seeking Clarifications while examining the tenders shall form a part of the contract.

43.4 The progress schedule may be amended, as and when necessary, by agreement

Between the Engineers-in-charge and Contractor within the limitations of time imposed by the contract, without levy of any compensation.

43.5. The acceptance of the above programme by the Engineer-in-charge shall not Relieve, Contractor of any of his responsibilities to complete the whole of the works by the prescribed time or extended time, if any.

44. Progress of Works

Contractor shall give the Engineer-in-charge, on the 4th day of each month a report on progress of work done during the previous month.

45. Submission and approval of designs and drawings

45.1 At least four copies of the complete design calculation and drawing for each component units shall be submitted by the Contractor for approval and the Engineer-in charge shall ensure that the approval to the drawing, if found in order, is accorded within two months from the date of receipt of the drawing from the contractor. Otherwise he shall apprise the Contractor of his comments on such design calculations and drawings within the above mentioned period. Where such comments are communicated to the Contractor, the Contractor shall ensure that the designs, modified in view of these comments are submitted to the Engineer-in-charge within 30 days of receipt of these comments. Similar course of action, as aforesaid shall be taken by the Engineer-in-charge on the modified designs

45.2 The Contractor shall be bound to made all such modifications in the said design and drawings as may be indicated by the Accepting Authority, whose decision in this respect shall be final and binding to comply with the standard codes and specification mentioned in this contract or in their absence, with principles, of sound engineering practice, at no extra cost to the Department.

45.3 Notwithstanding the approval of the Accepting Authority to the contractor's design, and drawings, the contractor shall be responsible for the stability of the various structures in accordance with the provisions of the contract and the approval accorded shall not absolve him of his responsibility for the safety of the structure.

45.4 On receipt of the approval to the Contractor's design and drawings, the Contractor shall supply to the Accepting Authority within a period of 15 days on the receipt of such communication, six copies of the approved drawings for use of the Department One set of drawings shall be signed by both parties to the contract, for the purpose of identification.

46. Extension of time

46.1 The time for completion of the works in the event of any authorized deviations resulting in additional cost over the Contract sum shall be extended, if requested by the Contractor in the proportion in which the cost of the altered, additional or substituted work bears to the original contract sum plus any additional time which the Engineer-in-charge may consider reasonable.

46.2 If the works be delayed by:

- a) Force majored, or
- b) Abnormally bad weather, or
- c) Serious loss of damage by fire, or
- d) Civil commotion, local combination of workmen, strike or lookout, affecting any of the tradesmen employed on the work, or
- e) Delay on the part of other contractors or tradesmen engaged by the Department in executing work on which the progress of the work under this contract is dependant but does not form part of this Contract, or
- f) Non-availability of stores which are the responsibility of the Department to supply or
- g) Non availability or breakdown of Tools and Plant to be supplied or supplied by Department, or
- h) any other cause which in the absolute discretion of the Accepting Authority is beyond the Contractor's control; then upon the happening of any such ever causing delay, the Contractor shall immediately given notice thereof in writing to the Engineer-in - charge, but shall nevertheless use constantly his best endeavors to prevent or

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make good the delay and shall take all possible steps to the satisfaction of the Engineers-in-charge to proceed with the work.

46.3 Request for extension of time, shall be made by the Contractor in writing not later than fourteen days of happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

46.4 In any such the Accepting Authority may give a reasonable extension of time for completion of the work which shall be communicated to the Contractor by the Engineer-in charge in writing within 3 months of the date of receipt of such request by the Engineer-in charge.

SECTION III-PERFORMANCE OF THE CONTRACT WORK CONTROL.

47 Authorities of the Engineer-in-charge's representative

47.1 The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed, in connection with the works.

47.2. The Engineer-in-charge may from time to time, in writing, delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such delegations, of powers and authorities. Any written instructions or approval given by the representative of the Engineer-in-charge to the Contractor within the term of such delegation (but not otherwise) shall bind the Contractor and the Department, as though it had been given by the Engineer-in-charge:

Provided always as follows:

- a) Failure of the representative of the Engineer-in-charge to disapprove any work of materials shall not prejudice the power of the Engineer-in-charge thereafter. To disapprove such work or materials and to order the pulling down, removal or breaking up thereof:
- b) If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer to the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

48. Subletting of contracts

48.1 The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting Authority.

48.2. The Contractor shall be responsible for any sub-contractor who may carry out any work or supply and materials in connection with the contract, whether such sub-contractor is selected by the Accepting Authority or by the Contractor. The Contractor shall make good any loss or damage suffered by the Department by reason of any default, neglect or failure on the part of such sub-contractor in relation to such work or material.

49 Admission to site

The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge, and the Contractor shall on this account be allowed to extend the operations beyond these areas. In respect of land allotted for the purpose of accommodation of labour, erection of temporary workshops, stores, etc., storage of materials and the like, the Contractor shall pay compensation of Rs. 185/- per sqm. Per year or part of a year for use and occupation in respect of each and every separate area of land allotted to him.

50 Setting out of works

50.1 The works, unless the reference pillars will be erected as per layout drawing for all the components at site and in case reference pillars are missing or disturbed fresh reference pillars shall be established by the contractor at his own cost after carrying out the necessary survey with reference to the said drawings.

50.2 These Reference Pillars shall be connected with some permanent features in the site so that they can be correctly relocated in case they get disturbed during the construction period.

For the lay-out work and establishing the centre line of the alignment, only one steel tape shall be utilized throughout the work and where work is done by traversing, the traverse shall be closed. In case of minor errors these should be connected by interpolation and the layout and the centre line pillars got approved by the Engineering-charge.

50.3 The contractor shall be responsible for the true and proper setting out of the works. He shall be responsible for proper maintenance of all Reference Pillars, Bends, Marks, Stakes and other expenses existing in the field required in connection with the setting out of works at his own cost till physical completion of all the terms of the work or prior to that if agree to by the Engineer-in-charge.

50.4 All such Bench Marks, Reference Pillars, etc., established by the Contractor shall be subject to check and approval of the Engineer-in charge or his authorized representative at all times. Any variations noticed in the work as a result of improper, establishment or maintenance of these shall be at the risk and expense of the contractor.

51. Limitation of operations.

54.1 Contractor's employees- The Contractor shall employ in and about execution of works only such person as are skilled and experienced in their several trades. The Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion, of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed on the works without the prior permission of the Engineer-in-charge.

51.2 Instruction and notices:

51.2(i) Subject as otherwise provided in this Contract, all notices to be given on behalf of Department and all other action to be taken on its behalf may be given or taken by the Engineer-in-charge or any officers for the time being entrusted with the function, duties and powers of the Engineer-in-charge.

51.2(ii) All instruction, notice and communication, etc, under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.

51.2(iii) The Engineer-in-charge shall communicate or confirm his instruction to the Contractor in respect of the execution of the work in a 'Works Site Order Book' and the Contractor or his authorized agent shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction(s)

51.3 Drawing to be kept on site: - One copy of the approved drawings furnished to the Contractor shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge and his authorized representatives.

51.4 Watching and lighting - The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary as required by the Engineer-in-charge for the protection of the work for the safety and convenience of those employed in the works or the public

51.5 Work during nights or Sundays and holidays - Subject to any provisions contained in the contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission written of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Engineer -in- charge accordingly. Provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

52. Notices to local Bodies:

52.1 The Contractor shall comply with and give all notices required under any Governmental authority, instrument rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of and local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer -in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.

52.2 Subject to any provisions to the contrary contained in these Contract Conditions, the Contractor shall pay and indemnify the Department against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the works.

53 Facilities to other contractors

The Contractor shall in accordance with the directions of the Engineer-in charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the Contract or of any Contract which the Department may enter into in connection with or ancillary to the work.

54. Inspection of works

54.1 The Contractor shall either himself supervise the execution of the Works or shall Appoint a competent agent approved by the Engineer-in-charge to act on his behalf: If in the opinion of the Engineer-in-charge the Contractor has himself not sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ as his accredited agent a qualified engineer approved by the Engineer-in-charge. Order given to the Contractor's agent shall be considered to give the same force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as Directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date a suitable agent is appointed and the Contractor shall be held responsible for the delay to cause to the works.

54.2 All works shall be subject to examination and approval by the Engineer-in charge. No work shall be covered up or put out of view prior to such approval and the Contractor shall give due notice to the Engineer-in charge or his authorized representative, whenever any such work is ready and the Engineer-in-charge or his authorized representative shall, without unreasonable delay, attend for the purpose of examining such works

54.3 In the event of the failure of the contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge, at Contractors' expense.

54.4 If any such apart, covered up or put out of view after being approved by the Engineer-in-charge., is required to be uncovered, the same shall be done by the Contractor. If it is found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in and making good the same shall be borne by the Department.

MEASUREMENTS AND PAYMENTS

55. Records and measurements

55.1 The Engineer-in-charge shall accept as otherwise stated, ascertain and determine by measurement the value, in accordance with the contract, of work done:

55.2 He shall, when he requires any part or parts of the works to be measured give notice to the Contractors authorized agent or representative who shall forthwith attend or send a qualified authorized agent to assist the Engineer-in-charge's representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, the measurement made by the Engineer-in-charge or approved by him shall be taken to be the correct measurement of the work.

55.3.1 Measurement taken jointly shall be signed and dated by both parties on each day of measurement.

55.4 The value of work under provisional items, ordered and executed shall be ascertained by measurement.

56. Advances (Admissible only to contract exceeding Rupees 10 lacs)

56.1 Advances, as under if required by Contractor will be given within six weeks of the submission of an application by him.

a). A lump-sum advance not exceeding 4% of the contract sum against a bank guarantee for the amount advances from a scheduled Bank. The Advance shall be utilized for the purpose of this contract only and for no other purpose.

b). For any essential preliminary items of work such as access road, site offices, temporary accommodation etc. at 75 % of the completed cost thereof as assessed by the Engineer-in charge. Advances against this item shall in no case exceed 2 % of the Contract sum.

c) For plant and equipment specifically acquired for the work and brought to site at 75 % of the value of machinery, against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the value reasonable and that such plant & equipment are necessary for the works and not in excess of requirement and are hypothecated in favour of Government in the form prescribed by the Department Advance against this item shall in no case exceed 6% of the Contract sum.

d). Where a Contractor is not able to secure an advance of 6% under item (c), above for procurement of plant and equipment specifically required for the work at 75 % of the value of machinery against production of documents in support of the placement of orders for its purchase and against a bank guarantee, for the amount of advance from a schedule Bank, and subject to the Conditions that:

i) The Engineer-in-charge considers the value reasonable and that such plant and equipment are necessary for the works and not in excess of the requirements, and

ii) such plant and equipment are actually required and brought to site within a period of 1/4th of the completion period specified vide clause 2, of these documents which may be extended by the Engineer-in-charge up to a maximum period of 1/2 of the completion period specified in clause 2 in exceptional cases, and are hypothecated in favour of Government in the form prescribed by the Department.

Advance against items (c) and (d) shall together in no case exceed 6% of the Contract sum.

56.2 If a request for advance is made by the Contractor against all the four aforesaid Provision of 56. I (a) (b) (c) & (d) the total sum to be given as advance shall not exceed 10% of the Contract sum.

56.3 Recovery of the sums advanced against clauses 56.1 (a), (b), 56.1 (c) and 56.1(d) above shall be made by deduction from every interim bill referred to in clause 57,1 and recovery to be effected in suitable percentage in relation to the progress, as fixed by the Engineer-in-charge so that all the sums advance shall be fully recovered by the time work amounting to nearly 80% of the contract sum is completed if for any reason, the Contractor is unable to the acquire and bring to site the plant and equipment for hypothecation as required under clause 56.1 (d),in respect of the advance granted to him there under within the period stipulated the balance of the advance granted there under shall be recovered in full at the expiry of the period, from the Contractor, together with an interest at percentage per annum of 12%.

56.4 If for any reason, except as default of the contractor, the work under the Contract is suspended or is to be suspended for more than thirty days, the Contractor shall be at liberty to move the plant and equipment or any part thereof hypothecated to Government under clauses 56.1 (c) 56.1 (d) above to any other works site of the Contract for carrying on his other works, on his furnishing prior to such removal a bank guarantee acceptable to Department for the amount of the outstanding advance granted under clauses 56.1 (c) and 56.1 (d) above the undertaking to

bring back to site the plant and equipment as may be necessary for completion of the works, before expiry of the period of suspension.

56.5 If such plant and equipment are not brought back the Contractor shall forthwith repay the amount of the advance outstanding.

57. Interim payments

57.1 On account payment -Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the amounts already paid the security deposit /retention money and such other amounts as may be deduct able

or recoverable in terms of the Contract. All payment under this clause shall be treated as advance payment and can be modified and adjusted subsequently if found not correct.

57.2 Secured advances- payment as secured advances, shall also be admissible during the course of the execution of the work, on the contractor signing an indenture in the form to be specified by the Engineer-in-charge 75% of the cost (as assessed by the Engineer-incharge) of any materials which are in the opinion of the Engineer-in-charge, non perishable are in accordance with the specification in the Contract, have been brought on the site for incorporation in the works and are adequately stored and/or protected against damage and loss due to any cause whatsoever, to the Engineer-in-charge, but have not been so incorporated.

The payment under this clause shall be adjusted as and when materials are utilized in the works.

57.3 Interim Bills- Interim bills shall be submitted by the Contractors monthly, on or before the date fixed by the Engineer-in-charge, for payment under clause 57.1 and 57.2 the Engineer-in-charge shall then arrange to have the bill verified and the amount admissible shall normally be paid within 10 days of the presentation of the bill.

57.4 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

57.5 For the purposes of interim payment, the tenderer along with his tender shall submit a schedule for interim payment in the form given in Annexure VIII. These rates shall be realistic, as these are not only intended for the purposes of interim payments but also for the overall assessment.

58. Mode of payments and receipt for payments

58.1 Payments to Contractors shall be made by crossed cheques drawn on the Treasury with which the Engineer-in-charge has an account or through Remittance Treasury Receipt (R.T.R.) within Himachal Pradesh.

58.2 Receipts for payments made on account of any work shall be signed by the Contractor(s) or any persons having the power of attorney to receive payments on behalf of the Contractor.

59. Payments for deviations

59.1 Rates for additional altered or substituted work as may be ordered as a deviation under clause 31 shall be determined by the Engineer-in-charge, as follows.

59.2 If the rate for additional, altered or substituted item of work is specified in the contract, the Contractor shall carry out that the additional, altered or substituted item at the same rate.

59.3 If the rate for any altered, additional or substituted item of work is not specified in the Contract, the rate for that item shall be derived from the rate for the nearest similar item specified therein.

59.4 If the rate for any altered, additional or substituted item of work can not be determined in the manner specified in the clauses 59.2 and 59.3 above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge in writing the rate which he proposes to claim for such item of work duly supported by a complete analysis of the rate claimed. The Engineer-in-charge shall with in 2 months thereafter. After giving due consideration to the rate analysis given by the Contractor, determine the rate of the item (s) in question on the basis of prevailing rates.

Provided that:-

- 1) If the Contractor is not satisfied with the Engineer-in-charge's assessment of cost, he may, represent the matter to the Accepting Authority within 15 days of receipt of the decision of the Engineer-in-charge and the Accepting Authority shall communicate his decision on the rates within 2 months, after receipt of the contractor's representation.
- 2) In the event of the Contractor failing to inform the Engineer-in-charge within the period of time referred to in sub-clause (I) above, the rate which he proposes to claim the rates for such items shall be determined by the Engineer-in-charge on the basis of prevailing rates and these shall be binding on the Contractor.
- 3) In case the Engineer-in-charge/Accepting Authority fails to communicate his decision within the stipulated period, the Contractor shall still continue to carry out the altered or additional items of work order as deviation, as provided in the Contract. However in such cases interim payments will be made without prejudice to the final decision taken, at the rates claimed by the Contractor until a decision on the rates for such items of work has been communicated by the Engineer-in-charge/Accepting Authority. interim payments for these work items will be made at the rates decided by the Engineer-in-charge/ Accepting Authority and any adjustment between the rates so approved and those at which previous interim payments were made, will be made from subsequent payments.

60. Payments for variation in prices

60.1 Materials: - If after final acceptance of the tender and/or during the progress of the works, the price of any material (not being a material supplied from the Engineer-in-charge's store in accordance with the conditions of the Contract) is increased or decreased by an Act or legislature (Central or State) and/or any notification there under or on account of new duties or levies or on Account of increase or decrease in such duties affecting the price of materials required for information in the works and the Contractor has thereupon to pay in respect of such material a price which is higher or lower than a price of that materials as prevailing immediately before the passing of such Act or levying, increasing/decreasing of such duty, the Department shall in case of increase in the price reimburse to the Contractor the increase in price on the additional or increased duty paid by the Contractor and in case of decrease in price the Department shall be entitles to a refund of the reduction in price or the reduction in duty. Provided however, reimbursement or refund shall be made for the increase/decrease only on the variation over + 10%.

60.2 Petrol, oil lubricants- If after final acceptance of the tender and/or during the progress or the works, price of petrol diesel oil, lubricants (P.O.L.) (not being supplied from Engineer-in-charge store in accordance with the condition of the contract) is increased or decreased by an Act of legislature (Central or State) and (or any notifications there under and the Contractor has thereupon to pay for P O.L. a price which is higher or lower than the price, prevailing immediately before the passing of such Act, Department shall, in case of increase in the price, reimburse to the Contractor the increase in price paid by the Contractor and in case of decrease in price: Department shall be entitled to a refund as a result of this reduction in price. Provided, however. Reimbursement or refund shall be made on the increase/decrease only on the variation over + 10%.

60.3 Labour- For the purpose of this contract, the minimum wages of labour shall be taken as shown in annexure IX if on account of any legislation notification, labour award, the minimum wages of labour are increased at any time or time after the date of final acceptance of the tender then the Department shall reimburse to the contractor the increase permitted under the legislation notification, labour award, or dully approved binding agreement as aforesaid.

Provided however. Increase shall be payable only on the variation over 10%.

60.4 For assessment of payments or recoveries arising from a variation in prices mentioned in clauses 60.1, 60.2 and 60.3 the contractor while submitting the tender, shall quote the material component, the labour component and also the P.O.L. component as a percentage of the cost of work vide Annexure X.

For materials the percentage component to be supplied by the contractor shall exclude the effect of materials to be supplied by the Department, as indicated in clause 60.1. For assessment of payments due to variations in labour rates, the variation in wage of an unskilled of adult male mazdoor shall form the basis.

60.5 The price variations provided herein shall be calculated on the cost of the work yet to be done. Provided further no price variation shall be admissible if such variations have become operative after the Contract (or extended) period of completion of the works in question.

60.6 Insurance under workmen's Compensation Act and other Liabilities: - In the event of any increase in Workmen's Compensation Insurance premium under any law or in case, any additional or new liability under the labour laws is imposed on the Contractor after the date of submission of the tender, the additional expenditure incurred by the Contractor in that behalf shall be paid to the contractor by the Department.

60.7 The Contractor shall within a reasonable time of becoming aware of any alteration in the prices or variation in wages or variation in premier etc, give notice thereof in writing to the Department the same is given in pursuant to this condition and shall furnish All information relating there to which he may be in a position to supply. In case of claim in respect of deviation under clause 60.6 the Contractor shall produce satisfactory documentary evidence in support thereof Similarly if any refund is to be claimed from the Contractor on account of any reduction on account of any aforesaid variation, the Contractor shall allow the Government the refund so due.

61. Payment to sub-contracts

Before making any advance payments to the Contractor in respect of work done or materials supplied by any nominated sub-contractor, the Engineer-in-charge shall be entitled to demand from the Contractor reasonable proof that all payments (less retentions) included in previous

certificates in respect of the work or materials of such nominated sub- Contractor have been made or discharged by the Contractor, in default whereof unless the Contractor shall have informed the Engineer-in-charge in writing that he has reasonable cause for withholding or refusing to make such payment and produce to the Engineer-in-charge reasonable proof that he has so informed such nominated sub-contractor in writing the Engineer-in-charge shall be entitled to pay to such nominated sub- Contractor direct all payments (less retentions) which the contractor has failed to make to such nominated sub-contractor and to deduct the amount so paid from any sums due to the Contractor.

62. Acceptance and final payment

62.1 The final bill shall be submitted by the Contractor within three months of physical completion of the works as certified in clause 66. No further claim shall be made by the Contractor after submission of the final bill.

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62.2 Payment of those items of the final bill in respect of which there is no dispute and of items in dispute for quantities and at rates as approved by the Engineer-in-charge shall be made within six months reckoned from the date of receipt of the aforesaid bill by the Engineer-in-charge.

63. Over-payment and under payments

63.1 Whenever any claim for the payment of a sum of money to Department arises out of or under this contract against the Contractor, the same may be deducted by the department from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Department or from any other sum due to the Contractor from the Department (which may be available with the Deptt.) or from his security deposit! Retention money or he shall pay the claim on demand,

63.2 Department reserves the right to carry out post-payment audit and technical exam not on of the work and final bill including all supporting vouchers, abstracts, etc. Department further reserves right to claim recovery of any over payments as and when detected, not with standing

the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 65 of the Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award Provided that the said right of the Department to adjust over payments and under payments shall not extend beyond a period of three years from the date of final bills in case of minus final bill the date from which three years will be reckoned will be the date on which the intimation of the minus bills is communicated to the Contractor.

63.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Department from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

SUSPENSION OF WORK DISPUTED CLAIMS ARBITRATION AND TERMINATION OF CONTRACT

64. Compensation for unreasonable delays

64.1 If the Contractor:-

i) Fails to complete the works and clear the site on or before the Contract (or extended) date/period of completion; or

ii) fails to complete works costing 1/5th of the contract sum within 1/4th of the contract period of works costing 3/5th of the Contract sum in half the contract period and/or works costing 3/4th of the Contract sum within 3/4th of the contract period;

he shall, without prejudice to any other right or remedy of Government on account of such breach, pay as agreed compensation an amount as calculated below (or such smaller amount as may be fixed by the Accepting Authority) on the contract sum in respect of (i) above and on the appropriate cost of works viz 1/5th, 3/5th or 3/4th of the Contract sum, as the may be in respect of (ii) above, which the compensation is leviable:

a) Completion period (as originally stipulated or as extended) not exceeding percent ending 6 months @ 1% per week

b) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years. @ Of 1/2 % per week

c) Completion period (as originally stipulated or as extended exceeding 2 years @ 1/4. percent Per week

64.2 When the delay in completion of the work/part work amount to less than a week the compensation payable shall be proportional to the number of days involved.

64.3 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the Contract value of the work:

a) Completion period (as) originally stipulated or as extended) not Exceeding 6 months.

b) Completion period (as) originally stipulated or as extended) exceeding 6 months not exceeding 2 Years

c) Completion period (as originally stipulated or as extended) exceeding 2 years.

64.4 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 Department.

64.5 Where compensation has been levied for delay in completion of one interim stage of work referred to in clause 64.1, (ii) it shall be refundable if the Contractor completes the subsequent stage of work (whether interim or final) in time as required in clause 64.1

64.6 The Engineer-in-charge shall keep a watch as to whether the actual physical progress of work is as per the progress Schedule (vide clause 43.2) and in case the Contractor defaults in achieving progress on works at intermediate stages as per this schedule and continues to do so even after one month after a notice, writing from the Engineer-in charge the Contractor will tender himself liable to action as provided vide clause 68.3.

65. Disputed claims and arbitration

Except where otherwise provided in the contract all questions and disputes relating to the Meaning of the specifications, designs, drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever, in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Engineer-in-Charge/Engineer-in-Chief. Himachal Pradesh Irrigation cum Public Health Department. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had expressed views on all or any of the matters in dispute of difference. The arbitrator unto whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Engineer-in- Chief, Himachal Pradesh Irrigation cum Public Health Department at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by Engineer-in- Charge/ Engineer-in-Chief, Himachal Irrigation cum Public Health Department should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and of the time being in force shall apply to the arbitration proceeding, under this clause.

66. Final certificates, termination of responsibilities.

66.1 Within ten days after the work is completed, the Contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall finish the Contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge do not need reconstruction and can be rectified or in case he is prepared to accept at the defective work at reduced value he shall given a certificate indicating (a) the date of completion, (b) defects to rectified by the Contractor and/ or, (c) items for which payment shall be made at reduced rate. No certificate of completion shall be issued nor shall the work considered to be complete till the site is finally cleared as provided for in clause 33 of these documents, except for such materials and equipment as may be required for rectification of defects.

66.2 If the Contractor fails to comply with any of the requirements of this conditions aforesaid, the Engineer-in-charge may at the expenses of the Contractor fulfill such requirements and dispose of the scaffolding, surplus materials and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor.

66.3 If the expense of fulfilling such requirements is more than the amount realized on such disposals as aforesaid, the Contractor shall forth with on demand pay such excess.

67. Defects liability:

67.1 If it shall appear to the Engineer-in-charge or his representative at any time during construction or reconstruction or prior to the expiration of the defects liability period (vide clause 67.3) that

i) any work has been executed with unsound, imperfect or un skilful workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or

ii) Any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship. The contractor upon receipt of a notice in writing to that effect from the Engineer-in-charge shall forthwith rectify or remove the materials or articles so specified and provide other materials or articles at his own expense notwithstanding that the same have been inadvertently passed certified and paid for.

67.2 If the Contractor or his workmen or employees shall injuries or destroy any part of the structure in which they may be working or any structure road fence, etc continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, The contractor shall have to make good the same at his own expense.

67.3 The contractor shall be responsible to make good and remedy at his own cost, any defect which may develop or may be noticed and intimation of which has been sent to the contractor by a letter sent by and delivery or by registered post, before the expiry of a period twelve months (hereinafter referred to as the defects liability period) from the date of completion of whole of the work.

67.4 In the event of the contractor failing to rectify or damage within the period to be Specified by the Engineer-in-charge in his notice aforesaid, the Engineer -in-charge may rectify or remove and re-execute the work and/ or remove and replace with other materials articles or complained of, as the case may be by, other means at the risk and expenses of the contractor.

68. Termination of contract- Foreclosure in full or in part in due to abandonment or reduction in scope of work.

68.1.(i) If at any time after acceptance of the tender, department decide to abandon or reduce of the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever. On account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

68.1 (ii) The Contractor shall be paid at Contract rates full amounts for works executed at site and, an addition a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

a) Any expenditure incurred on preliminary site or, e.g., temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.

b) The department shall have the option to take over Contractor's materials or any part there of either brought to site or of which the Contractor is legally bound to accept delivery from supplies;

1) For materials taken over or be taken over by the Department, the cost to be taken over by the department, the cost to be paid shall take, into account purchase price, cost of transportation and deterioration or damage which have been caused to materials in the custody of the Contractor.

2) For materials not retained by the department, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

c) If any materials supplies by the department are rendered surplus, the same except normal wastage shall be returned by the Contractor to department at rates not exceeding those at which these were originally issued less allowances for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. Such materials shall be transported by him from the site to the place of issue or a place other than the place of issue, if so required by the Department and in such an event he will be paid for the cost of transporting such materials from site.

d) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable,

e) Reasonable compensation for repatriation of Contractor's site staff and imported labour to the extent necessary,

f) a sum to be certified by the Engineer- in charge being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works.

68.1 (iii) The contractor shall, if required by the Engineer-in-charge furnish to him books of accounts, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under clause 68.1 (2).

68.2 Termination of Contract in the event of death

68.2 (i) If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then, unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or the proprietor of other proprietary concern and in the case of a partnership, the surviving partners are capable of carrying out and completing the Contract. The Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part without department being in any way liable to payment of any compensation to the estate of the deceased Contractor and / or to the surviving partners of the Contractor; firm on account of the cancellation of the Contract.

68.2 (ii) The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties.

68.3 Cancellation of the Contract in full or in part

68.3 (1) If the Contractor;

a) At any time makes default in proceeding with the works with due diligence and continues to do so even 15 days after a notice in writing from the Engineer-in-charge; or

b) Commits defaults in complying with any of the terms and conditions of the Contractor and does not remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer-in charge;

C) Fails to complete the works on or before the date on completion, and does not complete them with in the period specified in a notice given in writing in that behalf by the Engineer-in-charge

d) shall offer or give or agree to give to any person in department service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for department; or

e) enters in to some sort of contract with other parties and has paid commission or has agreed to pay, unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Accepting Authority, Engineer-in charge;

- f) Has obtained a Contract with the department as a result of wrong tendering or other non bonafide methods of competitive tendering; or
- g) Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving or prior order of administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveying of assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do or if any application be made under any insolvency act for the time being force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h) being a company shall pass resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 4 days; or
- j) assigns, transfer, sublets (engagement of labour on apiece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the accepting Authority; the Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter of Department, by written notice cancel the contract as a whole or only such items of work in defaults from the Contract.

68.3. (2) the accepting authority shall on such cancellation have powers to:

- a) Take possession of the site and any materials, constructional plants, implements, stores, etc. thereon, and/or
- b) Carry out the incomplete work by any means at the risks and cost of the contractor.

68.3 (3) On cancellation of the Contract in full or in part the Engineer-in charge shall determine what amount if any is recoverable from the contractor for completion of the works or in case the works or parts of the works is not to be completed, the loss or damage suffered by the Department. In determining this amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation the value of Contractors materials taken over and incorporated in the work, and use of machinery belonging to the Contractor

68.3 (4) Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damage suffered or may be the Department as' aforesaid after allowing such credits shall be recovered from any money due to the contractors on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days of the notice given to that effect by the Engineer-in-charge.

68.3 (5) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor unused materials, constructional plant, implement, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and in accordance with the provision.

68.3 (6) Any sums in excess of the amounts due to the Department and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Department of the works is less than the amount which the contractor would have been paid, had completed the work such benefit shall not accrue to the contractor.

68.4 Changes in constitution

68.4 (1) where the Contractor is a partnership firm, the prior approval in writing of the accepting authority shall be obtained before any change is made in the Constitution of the firm

68.4 (2) Where the Contractor is an individual or a Hindu Undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractors enters into any partnership agreement where under the partnership firm would have the right to carry out the work here by undertaken by the Contractor.

68.4 (3) If prior approval as aforesaid is not obtained the Contract shall be cancelled as provided for in clause (68.3, 3).

69. Excepted Risks

69.1 The Contractors shall be under no liability whatsoever whether by way indemnity or otherwise for or in respect of destruction of or damage to the works (save to work condemned under the provision of clause 34 hereof prior to the occurrence of any expected risk hereinafter mentioned) or temporary works or to property whether of the Department or third parties or for in respect of injury or loss of life which is the consequences whether direct or indirect of war hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion revolution, insurrection or military or usurped power, civil war of riot. Commotion or disorder otherwise than among the contractor own employees (hereinafter comprehensively referred to as "the said Excepted Risks") and the Department shall indemnify and save harmless the Contractors against and from the same and against and from all claim, demands, proceeding,

damages costs charges and expense whatsoever arising there out or in connection therewith and shall compensate the Contractor for any loss of or damage to property of the Contractor used or intended to be used for the purpose of

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the works (including property in transit to the site) and occasioned either directly or indirectly by the said Excepted Risk.)

69.2 Damage to works by excepted risk- If the works or temporary works or any materials (whether for the former or the latter) brought to site shall sustain destruction or damage by reason Of any of the said Excepted Risks, the contractor shall be entitled to permanent or temporary works and for any materials so destroyed or damaged and shall be paid by the Department the cost of making good any such destruction or damage whether to the works or temporary works and of replacing or making good such materials so far as may be necessary for the completion of the works on a prime costs basis as the Engineer-in-charge may be certify to be reasonable. 69.3 Projectile missile etc. -destruction, damage injury or loss caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell grenade or other projectile missile or a munitions or explosive or war shall be deem to be a consequence of the said excepted Risks.,

LABOUR AND GENERAL LAWS

70.1. Labour Regulations: - The contractor shall employ labour in sufficient numbers either directly or through sub- contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-incharge.

70.2 The Contractor shall not employ in connection with the works and any person who has not completed his Eighteenth year of age.

70.3 The Contractor shall furnish to the Engineer-in-charge fortnightly distribution return of the number and description by trades of work people employed on the works.

70.4 The Contractor shall also submit on the 4th and] 9th 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 (1) the accidents if That Occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, I 96 I, or Rules made there under and the amount paid to them.

70.5 The Contractor shall pay to the labour employed by him either directly or through sub contractor wages not less than fair wages defined in the Contractor's Labour Regulations at Annexure XI.

70.6 The Contractor shall in respect of labour employed by him either directly or through sub contractors comply with or cause to be complied with the Contractor's Labour Regulations at Annexure XI in regard to all matters provided therein.

70.7 The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938 Workman's Compensation Act, 1923, Industrial Disputes Act 1947 and the Maternity benefit Act 196, The contract Labour Regulation and Abolition Act 1970 or any modifications thereof or any other law relating there to and rules made the re-under from time to time.

70.8 The Contractor shall indemnify Department against any payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub contractors. 70.9 The decision of the Engineer-in-charge in matters relating to the reports from the Inspecting Officers as defined in Annexure XI shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.

71. MODEL RULES FOR LABOUR WELFARE

71.1 The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour welfare as contained in Annexure XII, or rules framed by Department from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the Works.

71.2 In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost there of from the Contractor.

72. SAFETY CODE

The Contractor shall at his own expense arrange for the safety, provisions indicated in Annexure XIII or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection there with. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the costs thereof from the Contractor.

73 NUISANCES

73.1 The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause un-necessary disturbance or inconvenience to owners tenants or occupants of other properties near the site and to the public generally.

73.2 The contractor shall save harmless and indemnify the department in respect of all claims, demand, proceedings, damages, costs charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

74. CONTRACTORS: - LIABILITY AND INSURANCE

74.1 From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever (save and except the Excepted Risks and shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition, and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.

74.2 Without limiting his obligations and responsibilities under clause 74.1 the contractor shall insure in the joint name of the Government and the Contractor against all loss or damage from whatsoever cause other than the excepted risk for which he is responsible under the terms of the contract and in such manner that the Government and the Contractor are recovered during the period of construction of the works and the defects liability period for loss or damage arising from a cause occurring prior to the commencement of the damage caused by the Contractor in the course of any operation carried out by him for the purposes of complying with his obligations under clause 67 thereof;

- i) the works and the temporary works to the full value of such works executed from time to time.
- ii) The materials constructional plant and other things brought to site by the Contractor to the full value of such materials constructional plant and other things.

DAMAGE TO PERSONS AND PROPERTY

74.3 Damage To persons and property- The contractor shall indemnify and keep indemnified the department against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of other construction and maintenance of the works and against shall claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to, Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the department against any compensation or damage caused by Expected Risk'

74.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (excluding that of the Department) or to any person(including any employee or department) by or arising out of carrying out of the Contract.

74.5 Where a Departmental building or a part there of is rented by the Contractor he shall ensure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature. In case of doubt in the matter the decision of the Engineer-in-charge shall be final and binding on the Contractor.

74.6 The Contractor shall at all times indemnify the Department against all claims, damages or compensation under the provisions of payment of wage Act, I 936,minimum Wages Act,1948,Employer's Liability Act,1938, Industrial Disputes Act 1947 and the Maternity Benefit Act 1961 or any modifications there of any other law relating there to and rules made there under from time to time or as a consequence of any accident of injury to any workman or other person in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Department, there agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accidents or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without, limiting his obligations and liabilities as above provided the Contractor shall insure against all claims, damages or compensation payable under the workman Compensation Act, 1923 or any modification there of or any other Law relating there to.

74.7 All the aforesaid insurance policies provided that these shall not be cancelled till the Engineer -in-charge has agreed to their cancellation.

74.8 The Contractor shall prove to the Engineer-in-charge or his authorized representatives from time to time that he has taken out all the insurance policies referred to above and have paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability period.

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

REMEDY ON CONTRACTORS'S FAILURE TO INSURE

74.10 Remedy on Contractor is failure to insure.- If the Contractor and/ or his subcontractors(if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case Department may without being bound to, effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the department from any moneys due or which may become due to the contractor or recover the same as a debt due from the Contractor.

74.11 Insurance to be taken with- All insurances to be effected by the contractor and/or his sub-contractor (if any) should be taken out only with the insurance company or companies approved by the department and this approval to any particular insurance company shall not be unreasonably withheld.

75. TRAINING APPRENTICES

75.1 The contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories mentioned in (cl.) 75.3 and for such periods as may be required by the Engineer-in-charge.

75.2 The Contractor shall train them as required under the Apprentices Act 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

75.3 The number of apprentices to be engaged in different categories shall be as under:

Category Number to be engaged.

(a)

(b)

(c)

(d)

Etc.

The ratio of apprentices is given as under:-

Industries Group No 40, Construction minor Trade Group; 400.

TRADE

1. Blacksmith 1:7 3years.

2. Sheet metal 1:7 3years.

3. Welders 1:7 2years

4. Electrician 1:7 3years

5. Wireman 1:7 3years.

6. Carpenter 1:7 3years.

7. Building Construction (mason) 1:7 1 years

8. Brick Layer 1:2 3years.

9 Plumber 2:3 3years.

The apprentice may be engaged for such period as required for training in the relevant trade under the Apprentices Act as maintained above.

LEGAL JURISDICTION OF COURTS.

75.4 In the event of dispute of any kind arising of this contract the law court at the district head quarter of the Engineer -in- Charge or the High court of Himachal Pradesh, Shimla shall have the legal jurisdiction. This condition will, however, not interfere with the arbitration clause of this document.

CHAPTER IV
TENDER FORM

To

The Governor of the State of Himachal Pradesh
(Here in after referred to as the Department)

I/We have read and examined the following documents relating to
.....
.....
.....

- a) General conditions of tender notice,
- b) General conditions of contract as contained in the tender documents along with Annexure to the various Chapters in these documents; and
- c) Design, data, specifications and drawings.

2. I/We here by tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details, as may be fixed under the terms and conditions of the contract and with in the period of completion as stipulated in the tender documents.

3. In consideration on I/We being invited to tender, I/We agree to keep the tender open for acceptance for a period as prescribed in clause 8.8 of Chapter-I -General Conditions of Tender Notice.

4. A sum of Rs-38450/-lakh is hereby forwarded in the form of see clause 7. I up to acceptable bank. Certificate/Time deposit Account from any of the Post Offices, in Himachal Pradesh as earnest money. If I/We

- i) Fail to keep the tender open as aforesaid, or
 - ii) After the tender is accepted, fail to commence the execution of the works as provided in the condition.
- I/We agree that the Department shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

5. If my/our tender is accepted, I/We,

- I) agree to abide by and fulfils all the terms, conditions and provisions of the Aforesaid documents;
- II)
 - ii) Undertake to commence the work soon after the date of issue of the written order of the Engineer-in-charge to commence the work soon after the date of issue of the written order of the Engineer-in-charge to commence the work and to complete and deliver the whole of the work comprised in the contract within twelve months from the fifteenth day after the date on which the Engineer-in-charge issues written orders to commence the work'
 - iii) agree that the amount of earnest money shall be appropriated Towards the security deposit; and
 - iv) undertake to furnish, within 4 days of the date of issue of the letter of acceptance by the Accepting Authority, the performance bond as specified in clause 13 of Chapter 11- Award of Work,

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EXEMPTION FROM PAYMENT OF EARNEST MONEY

I/We have already furnished security to Department in lieu of earnest money and have deposited with the Chief Engineer, the lump sum amount of Rs. _____ (Rs. _____ only) and I/we, therefore, claim exemption in terms of the Bond executed by me/us and bearing No. _____ dated the day of _____ 2009 against the necessity of depositing earnest money in respect of this tender

I/we agree that should the department decide to forfeit earnest money as aforesaid in Para 4, in case a sum equal to the earnest money (Specified in clause 7.1 of chapter I-General condition of tender notice) is not paid by me/us for the with, Department may, at its option recover it out of any other moneys due to me/us or otherwise.

Witness _____

Date _____

Address _____

to be filled by the tenderer while tendering.

Signature _____

In the capacity of _____

Duly authorized to sign

The tender on behalf of (in Block letters)

Postal address _____

Telegraphic address _____ -

Telephonic/Mobile No. _____

Balance

ACCEPTANCE OF TENDER

The above tender (as contractor vide special conditions agreed to by him during post tender clarifications and enclosed herewith vide Annexure XVI to form a part of these documents) is accepted by on behalf of the Governor of the State of Himachal Pradesh for The sum of Rs.

(Rupees.....)

For and on behalf of the Governor
The State of Himachal Pradesh.
Signature.....
Designation..... Dated
this day
of.....20.....

**CHAPTER V
SITE CONDITION**

76. Work site

76.1 The location of the work and the general site particulars are shown in the site plan/index plan enclosed vide Chapter VII of these documents.

76.2 The Project site is about Blanks in the Chapter shall be filled before issue of tender documents

76.3 Right of way to the work site will be provided to the contractor

76.4 Sign Board: - The contractor shall provide board indicating complete name of work date of start, date of completion, cost, and name of department, name of the Executive Engineer, with office address and telephone number, name of the executive agency at his own cost at the site of work.

77. Environmental conditions

77.1 The area in which the work lies is mostly plain/rolling/hilly. Strike out portion not applicable.

77.2 The climate in this region is hot and cold.

77.3 The variations in daily temperatures in the region are as under:

i) During summer months, from about minimum of 25 Centigrade maximum of 36 Centigrade

ii) During winter months, from about a minimum of 4 Centigrade to a maximum of 10 Centigrade.

77.4 The average annual rainfall in the area is of the order of 950 mm a good portion of which is concentrated in the month of July and August.

77.5 The additional information about flooding or other environmental features where Necessary.

78. Market facilities

The nearest marketing centre for daily necessities is a Kullu/ Bhuntar.

79. Postal and rail facilities

The nearest Post Office is located at Kullu/ Bhuntar. The nearest Telegraph Office is located at Kullu/ Bhuntar

80. Rail Facilities

The nearest Railway Station is located at Kiratpur Sahib Tehsil Anandpur Sahib Distt. Ropar, Punjab (INDIA) or Joginder Nagar (Himachal Pradesh)

81. Material Source

81.1 The quarry charts enclosed vide Chapter VII of these document indicate the location of quarries and other sources from which naturally occurring materials are available. The leads indicated in the said charts are as per chapter No.7.

The tendered shall make their own independent investigations into the availability as well as suitability of the various materials required for construction as referred in this para.

82. Bench Marks and Reference Pillars

A number of permanent bench marks have been established along the alignment. The location and reduced levels of the same have been indicated on the drawings enclosed vide Chapter VII of these documents. Levels shown on the drawing are with reference to these bench marks.

**CHAPTER VI
DESIGN DATA AND SPECIFICATIONS**

Referred to Volume-III at

Page to

CHAPTER VII

ENCLOSURES THAT FORM A PART OF CONTRACT DOCUMENT AS

1.	Tender/Quotation Letter	Annexure-I
2.	Form of letter of Acceptance of Tender	Annexure-II
3.	Performance Bond	Annexure-III
4.	Schedule of Works	Annexure-IV
5.	Schedule of items for which rates are to be quoted By the Contractor	Annexure-V
6.	Materials for issue to the Contractor	Annexure-VI
7.	Tools and Plant for hire to the Contractor	Annexure-VII
8.	Schedule of rates for work items for interim payment	Annexure-VIII
9.	Schedule of Minimum Wages	Annexure-IX
10.	Schedule for assessment of cost due to variation in prices	Annexure-X
11.	Contractor's Labour Regulations	Annexure-XI
12.	Model Rules for Labour Welfare	Annexure-XII
13.	Safety Code	Annexure-XIII
14.	Particular specifications	Annexure-XIV
15.	List of clauses requiring action before issue of Tender documents	Annexure-XV
16.	Special conditions (to be added before award of work)	Annexure-XVI
17.	Index Plan/Site Plan	Annexure-XIV

Cont.

Executive Engineer

- 18. Cross section of river at bridge site with bore details
- 19. Quarry Charts
- 20. Project Drawings
- 21. Other enclosures, if any

Drg. No.... to
 Drg. No.... .to
 Drg. No... to
 Drg. No... to

Annexure-I

**QUOTATION LETTER
 (See Clause 6.1)**

I/We (name of the tenderer) undertake
 (s) to construct the work:-

..... At various sites of the Project as depicted on the location map on
 at a cost of

Rs. _____ (Rupees _____ only (in Indian currency) subject
 to the stipulations made in the accompanying tender documents.

Stamped signature of the tenderer
 Or his authorized representative.

In words:

Notes for tenderness:

- i) The amount to be given in the above letter should be rounded off to the nearest rupee.
- ii) Special care should be taken to give the amount in such a way that Manipulation is not possible

Annexure-II

Form of letter of acceptance of tender
(See Clause 11 .1)

From:

The Executive Engineer,
I&PH Division No. II Kullu at Bhuntar (H.P.)

To

(Insert the name and address of the contractor)

No.....dated.....

Name of work: -
.....
.....
.....
.....

Dear Sir (s),

Your tender for the above mentioned work (as modified by you vide special conditions agreed to by you during post tender clarifications and enclosed vide Annexure XVI to form a part of the contract) has been accepted by me on behalf of the Governor of the State of Himachal Pradesh for the sum of

Rs..... (Rupees.....only.

2. You are requested to furnish the performance bond, prescribed by the Deptt. for a sum of Rs..... (Rupees..... .Only) within 15 days of the date of issue of this letter.

3. You are also requested to commence the work at once. Please note that the time allowed for carrying out the work as entered in the tender shall be reckoned from the fifteenth day of this order to commence the work.

Your's faithfully,

Signature-----

(Designation of Accepting authority)

Annexure- III
PERFORMANCE BOND

(See Clause 11.3)

Whereas the Governor of the state of Himachal Pradesh called the Department,
has awarded the contract for the work:-
.....
.....
.....
.....
.....
.....

To here in after called the Contract.

2. And whereas the contract is bound by the said contractor to submit to the Department a performance Bond for a total amount of.....

3. Now we underwriters responsible Bank/Insurance and representatives of the Bank/Insurance

Company.....In.....

..... here in after called the Bank/insurance Company and fully authorized to sign and to main obligations in the name of the bank/ Insurance Company here by declare that this bank/ insurance company will I guarantee the Deptt. the amount of.

4. The Bank/Insurance Company shall pay to the Deptt. any amount up to and inclusive of the aforementioned full amount upon written order from the Engineer- In -Charge for any liability or damage resulting from the defects or shortcomings of the contractor or the debts he may have incurred to any parties involved in the works under the contract mentioned above, whether these are actual or estimated or expected. The Bank/Insurance Company shall pay to the Deptt. The above amount immediately without delay and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank/Insurance Company to the defects or shortcoming .or debts of the contractors.

5. It shall not be necessary for the Deptt to proceed against the contractor before Bank/Insurance proceeding against the Company and the Guarantee herein contained shall be enforceable against the Bank Insurance Company, notwithstanding any security which the Deptt. May have obtained or obtain from the contractor, at the time when proceedings are taken against the Bank/Insurance Co., hereunder be outstanding or unrealized.

6. This Guarantee is valid for a period of..... () Calendar months after the date of signing. (The initial period in which this guarantee is still valid shall be at least 6 months longer than the time of completion stated in the contract).

7. until the Deptt. has issued to the Bank/Insurance Co., to the effect that this Guarantee can be released, the Bank/Insurance Co., undertakes, notwithstanding the validity period as stated under 5 above, to extend the validity under the same conditions for successive periods of six (6) calendar months at a time and to forward the appropriate extension sheets to the deptt.

8. As a declaration of good faith for the Guarantee the legal representatives of the Bank/Insurance Company hereby sign and seal this Bond on the..... day of.....

Cont.

Executive Engineer

.....
(Guarantor)
.....
.....
(Witness)

.....
(Witness)
.....
(Guarantor)

Annexure-IV
SCHEDULE OF WORKS

(See Clause 28)

S.No	Description of various items of work covered by the contract	Remarks, if any
1	2	3
	Attached separately.	

Annexure- V
SCHEDULE OF ITEMS FOR WHICH RATES ARE TO BE QUOTED BY THE
CONTRACTOR ALONG WITH THE TENDER
(SEE CLAUSE- 31)

SR.	Item of work	Tendered. rate in figure	Tendered rate in words	Unit	Remarks if any
1	2	3	4	5	6

Attached separately.

Signature of the.....

Signature of Accepting

Contractor.....

Authority.....

Date.....

Date.....

Note: - The blanks in this annexure shall be filled by the Deptt. Before issue of the tender documents.

Annexure- VI

Materials for issue to the contractor

(SEE CLAUSE- 35.1):

NO MATERIAL SHALL BE ISSUED TO THE CONTRACTOR BY THE DEPARTMENT.

Sr.No.	Particulars	Rate at materials which will be issued	(Units)	Quality Deptt. is prepared issue	Place of issue	Specials condition if any	Quality required by the contractor)
1	2	3	4	5	6	7	8
To be filled by Departmental)				(To be filled by contractor)			
1	Cement	5260	Tone		Divisional Store Shamshi		
2	Steel	46000	Tone		do		
3							
4							
5							

Signature of
Contractor-----

Date----- issuing Officer
Cont.

Date-----
Executive Engineer

NOTES:-

1. Where cement is to be issued by the Department, the rates clearly stipulate the conditions relating to the return or other wise of empty cement bags.
2. Where Steel is to be issued by the Department, the weight shall be based on standard weight corresponding to the bar sizes issued.
3. The rates under column No 4 shall be given both in figures & words

Note for tenderers

The tenderers shall indicates in col. 8 .The quantities required by him subject to the maximum indicated in col.5

ANNEXURE-VII

TOOLS AND PLANT FOR HIRE TO THE CONTRACTOR (SEE CLAUSE- 41.2) HIRE CHARGES PER UNIT

Sr. No	Particulars	Number available	Per Idle day	Per work-ing day	Per working Hours	Frequency Maintenance	Value per unit	Plac e of issue	Specials conditio n if any	Number required by the contracto r
1	2	3	4	5	6	7	8	9	10	11

(To be filled by Departmental)

(To be filled by contractor)

Signature Of
issuing Officer Date of Contractor

Cont.

Executive Engineer

-Date-----

Contractor-----

Date-----

Note: - The tenderer shall indicate in column 11, the number required by him, subject to the maximum indicated in column 3.

ANNEXURE-VIII

SCHEDULE OF RATES FOR WORKS ITEM FOR ITREME PAYMENY (SEE CLAUSE- 57.5)

Sr. No	Item of Work	Rate per unit (as percentage of total cost tendered)	Unit
1	2	3	4

I. Completed Foundation (Split up for different heights component to be given where necessary).

(i). For each pier foundation 1No

(ii). For each abutment foundation. 1 No

II. Completed substructure including Caps, dirt walls etc. (i). For each

pier 1 NO

(ii). For each abutment 1 No

III. Completed wing walls>Returns, if any. At each end

IV. Completed superstructures units (excluding wearing coat). Each Unit of/in

Karbs and Parapet.

V. Completed Karbs and Parapets. Length of Bridge

VI. Completed wearing coat. M. of Bridge

.....
Signature of Contractor.

Date

Cont.

Executive Engineer

ANNEXURE IX

SCHEDULE OF MINIMUM WAGES

(SEE CLAUSE - 60.3)

Sr. No Designation

Revised Per Day Rate Effective From 1.5.2015

Sr.No	Category of Labour	Wages per Day	Remarks
1	2	3	4
1	Beldars (Mazboor/Casual Laboures	Rs. 210.00	
2	Mate	Rs. 210.00	
3	Cook	Rs. 210.00	
4	Mali	Rs. 210.00	
5	T.Mate	Rs. 210.00	
6	Electrical	Rs. 210.00	
7	Chowkidar	Rs. 210.00	
8	Helper	Rs. 210.00	
9	Sweeper	Rs. 210.00	
10	Cleaner	Rs. 210.00	
11	Sewerman	Rs. 210.00	
12	Khalasi	Rs. 210.00	
13	Electrical Beldar	Rs. 210.00	
14	Bhisti	Rs. 210.00	
15	Stone Attendent	Rs. 210.00	
16	Laboratory Attendent (Under Matric)	Rs. 210.00	
17	Pump Attendent	Rs. 210.00	
18	Boat Man	Rs. 210.00	
19	Process Server	Rs. 210.00	
20	White Washer	Rs. 210.00	
21	Syce	Rs. 210.00	
22	Peon	Rs. 210.00	
23	Frash	Rs. 210.00	
24	Chainman	Rs. 210.00	
25	Un-skilled Laboures	Rs. 210.00	
26	Quarry man	Rs. 210.00	
27	Jumper Man	Rs. 210.00	
28	Driller	Rs. 210.00	
29	Spray man	Rs. 210.00	
30	Assistant Saw Mill Operator	Rs. 210.00	
31	Feller (Garani)	Rs. 210.00	

Cont.

Executive Engineer

32	Logger	Rs. 210.00	
33	Dresser (Pachani)	Rs. 210.00	
34	Climber Looper	Rs. 210.00	
35	Zoo Animal Attendant	Rs. 210.00	
36	Fire Watcher	Rs. 210.00	
37	Grinder for Chips Flooring	Rs. 210.00	
38	Celliperman	Rs. 210.00	
39	Misc Labourer	Rs. 210.00	
40	Charcoal Burning Labour	Rs. 210.00	
41	Pipe Lineman	Rs. 210.00	
42	Survey Khalasi	Rs. 210.00	
43	Bill distributor	Rs. 210.00	
44	Ferro Khalasi	Rs. 210.00	
45	Water guard	Rs. 210.00	
46	stone Dresser	Rs. 210.00	
47	Keyman	Rs. 210.00	
48	Assistant Fitter	Rs. 210.00	
49	Valueman	Rs. 210.00	
50	Library Attendent (Class-IV)	Rs. 210.00	
51	Lusker	Rs. 210.00	
52	Gauge Reader	Rs. 210.00	
53	Dhobi	Rs. 210.00	
54	Dai	Rs. 210.00	
55	Upholster	Rs. 222.00	
56	Carpenter (Gr-IV)	Rs. 222.00	
57	Fireman	Rs. 222.00	
58	Pump Operator Cum Helper	Rs. 222.00	
59	Plumber IInd Class	Rs. 222.00	
60	Filed Assistant cum Operator	Rs. 222.00	
61	Painter 2nd Class	Rs. 225.00	
62	White Washer	Rs. 225.00	
63	Bar Binder	Rs. 225.00	
64	Sawyer (Charani)	Rs. 225.00	
65	Muleteer	Rs. 225.00	
66	Caneman	Rs. 237.00	
67	Security Guard	Rs. 240.00	
68	Telephone Attendant	Rs. 252.00	
69	Electrical Mistry	Rs. 252.00	
70	Refrigerator Mechanic	Rs. 252.00	
71	Fitter Grade _II	Rs. 252.00	
72	Fitter Grade -I	Rs. 252.00	
73	Turner	Rs. 252.00	
74	Fitter Structural	Rs. 252.00	
75	Black Smith	Rs. 252.00	
76	Welder	Rs. 252.00	
77	Machanic	Rs. 252.00	
78	Electrical Chargeman	Rs. 252.00	
79	Pump Operator	Rs. 252.00	
80	Sand Plant Operator	Rs. 252.00	
81	Operator	Rs. 252.00	
82	Driver Oxygen Plant	Rs. 252.00	
83	Hot Mix Plant Operator	Rs. 252.00	
84	Plumber Gr.II	Rs. 252.00	
85	Plumber Gr-I	Rs. 252.00	
86	Mason Gr-II	Rs. 252.00	
87	Mason Gr-I	Rs. 252.00	
88	Painter Gr-I	Rs. 252.00	

Cont.

Executive Engineer

89	Blast man Gr-II	Rs. 252.00	
90	Floor Finisher	Rs. 252.00	
91	Pipe Fitter Gr-II	Rs. 252.00	
92	Mortar mate Gr-I	Rs. 252.00	
93	Earth Work Mistry	Rs. 252.00	
94	Work Inspector	Rs. 252.00	
95	Ferry Inspector	Rs. 252.00	
96	Stone Munshi	Rs. 252.00	
97	Forest Guard	Rs. 252.00	
98	Receptionist	Rs. 252.00	
99	Lab Assistant	Rs. 252.00	
100	Electrician -II	Rs. 252.00	
101	Electrician Auto	Rs. 252.00	
102	Air Compressor Operator	Rs. 252.00	
103	Operator	Rs. 252.00	
104	Carpenter Gr-III	Rs. 252.00	
105	Complaint Clerk	Rs. 252.00	
106	Assistant Operator	Rs. 252.00	
107	General Operator	Rs. 252.00	
108	Telephone Operator	Rs. 252.00	
109	Road Inspector	Rs. 252.00	
110	Work Supervisor	Rs. 252.00	
111	Stone Clerk	Rs. 252.00	
112	Stone Keeper	Rs. 252.00	
113	Water Works Clerk	Rs. 252.00	
114	Patwari	Rs. 252.00	
115	Cinema Projector Operator	Rs. 252.00	
116	Computer	Rs. 252.00	
117	Plumber	Rs. 252.00	
118	Data Entry Operator	Rs. 252.00	
119	Electrical Mistry	Rs. 252.00	
120	Tailor	Rs. 252.00	
121	Clerk	Rs. 252.00	
122	Saw Mill Operator	Rs. 252.00	
123	Work Mistry	Rs. 252.00	
124	Wireman	Rs. 252.00	
125	Assistant Pump Operator	Rs. 252.00	
126	Price Stone Ledger Clerk	Rs. 252.00	
127	Bill Clerk	Rs. 252.00	
128	Meter Reader	Rs. 252.00	
129	Assistant Stone Keeper	Rs. 252.00	
130	Lab Technician	Rs. 252.00	
131	Instrument Mechanic	Rs. 252.00	
132	Fitter Mechanic	Rs. 252.00	
133	Loader Operator	Rs. 252.00	
134	Charge man	Rs. 252.00	
135	Gatekeeper	Rs. 252.00	
136	Steno Typist	Rs. 252.00	
137	Library Assistant	Rs. 252.00	
138	Book Binder	Rs. 252.00	
139	Tabla master	Rs. 252.00	
140	Dark Room Assistant	Rs. 252.00	
141	Library Attendant (Class-III)	Rs. 252.00	
142	canal Inspector	Rs. 252.00	
143	Irrigation Booking	Rs. 252.00	
144	Clerk	Rs. 252.00	
145	Complaint Attendant	Rs. 252.00	

Cont.

Executive Engineer

146	Ferro Printer	Rs. 252.00	
147	Proof Reader	Rs. 252.00	
148	Photographer	Rs. 252.00	
149	Ledger Booking Clerk	Rs. 252.00	
150	Laboratory Attendants (Matriculate)	Rs. 252.00	
151	Driver, (Tractor/ Jeep/ Car/ Truck/ Bulldozer/ Road Operator), Driver Shawl, Stone Chester,	Rs. 265.00	
152	Carpenter 2 nd Class, (Forest Department) Masson 2 nd Class (Forest Department), Painter 1 st Class	Rs. 265.00	
153	(Forest Department) Distemperer Forest Department) Lineman.	Rs. 265.00	
154	Junior Draughtsman (Tracer), Junior Scale Steno, Agriculture Extension Officer, Sip Modeling	Rs. 331.00	
155	Instructor, Surveyor, Electrician Gr.I, Driller, Assistant Driller, Pipe Fitter Gr.I. Masson Gr.V, Diesel	Rs. 331.00	
156	Auto Mechanic, Black Smith Gr.IV, Carpenter Gr.II,	Rs. 331.00	
157	Junior Tailoring Mistri, Masson 1 st Class (Forest Deptt.) Carpenter Gr.I, Assistant Chemist, Foreman,	Rs. 331.00	
158	Assistant Foreman, Carpenter (1 st Class) (Forest Deptt.).	Rs. 331.00	
159	Investigator, Auction Recorder, Computer Operator.	Rs. 359.00	
160	Instructors,	Rs. 390.00	
161	Junior Engineer, Draughtsman, Draughtsman (Arch. Wing), Coach.	Rs. 420.00	
162	Hydrogeologist	Rs. 480.00	

Annexure –X

Schedule of component percentages for assessment of costs due to variation in prices (See clause 60)

Sr. No	Particulars of Components	Percentages in terms of the cost of work (to be filled by the contractor)
1	2	3

- 1. Materials
- 2. Labour
- 3. P.O.L.
 - i) Petrol/Diesel
 - ii) Oils
 - iii) Lubricants.

.....

Signature of Contractor

Date.....

Note: - The percentage indicated against materials shall exclude the effect of the materials to be supplied by the department, as referred to in clause 60.1.

Annexure –XI

CONTRACTORS LABOUR REGULATIONS (See Clause- 70)

1. **Definitions:-** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them: a) "Labour" means worker employed to a contractor directly or indirectly through a sub-contractor, or by an agent on his behalf on payment as per minimum wages fixed by the government from time to time.

b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether time or piece work, after taking in to consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the minimum wages Act; c) "Contractor" for the purpose of these Regulations shall include as agent or sub-contractor employing labour on the work taken on contract; d) "Inspecting Officer" means any labour inspector/Inspector Officer/Deputy Labour Commissioner of the /Labour Department of Himachal Pradesh Government.

e) "Form" means a form appended to these regulations.

2. Notice of commencement: - The contractor shall, within 7 days of commencement of the work, furnish in writing to the inspecting officer of the area concerned the following information:

a) Name and situation of the works.

b) Contractors name and address,

c) Particulars of the department of which the work is undertaken.

d) Name and address of sub contractors as and when they are appointed,

e) Commencement and probable duration of the work,

f) Number of workers employed and likely to be employed.

g) "Fair wage, for different categories of workers.

3. (i) Number of hours of work which shall constitute a normal working day. The number of hour which shall constitute a normal working day for and shall be 8 hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than 48 hours any day or for more than 48 hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

Note: - the expression 'ordinary rate of wages; means the fair wage the worker is entitled to.

ii) **Weekly day of rest:** - Every worker shall be given a weekly day of rest which shall be fixed and notified at least 10 days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest days on one of the five days immediately before or after the rest, provided that no substitute shall be made which will result in the working for more than ten days consecutively without a rest for a whole day. Where in accordance with the foregoing provisions a worker works on the rest day and has been given substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

4. Display of notice regarding wages weekly day or rest, etc. :- The Contractor shall before the 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 works, notices in English and in the local Indian language, spoken by majority of workers giving the rate of fair wages the hours of work for which such wages are payable, the weekly rest days worker are entitled to and name and address of the Inspecting officer. The contractor shall send a copy each of such notices to the Inspecting Officer.

5. Fixation of wages periods- The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally week.

6. Payment of wages-(i) Wages due to every worker shall be paid, to him direct. All wages shall be paid in current coins or currency or in both;

ii) Wages of every worker employed on the contract shall be paid, where the wage period is the week within 3 days from the end of the wage period and in any other case before the expiry of the 7th or 10th day from the end of the wage period according as the number of workers does not exceed 1000 or exceeds 1000.

iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

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

Note:- The term" working day" means a day which they work on which labour in employed is in progress.

7. **Register of workmen** - A register of workmen shall be maintained in Form I and kept at the work site or as near to it as possible and the relevant particulars of every workmen shall be entered therein within 3 days of his employment.

8. **Employment Card:** - The contractor shall issue an employment card in Form II to each worker on the day of worker entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that employment card with relevant entries, On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.

9. **Register of wages etc.:** (i) A register of wages cum- muster roll in form III shall be maintained and kept at the work site or as near to it as possible.

(ii) A wage slip in form IV shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.

10. **Fines and deductions which may be made from wages -I)** 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 of the 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 or goods expressly entrusted to the employed person for custody or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default,

d) Deductions for recovery of advances or for adjustment of overpayment of wages. Advance granted shall be entered in a register, and

e) any other deduction which the Department may from time to time allow.

i) No fines shall be imposed on any worker save in respect of such acts and omissions on his part and have been approved by the chief Labour Commissioner.

ii) No. fine shall be imposed on a worker and no deduction for damage, or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions in writing.

iii) The total amount of fines which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

iv) No fines imposed on a worker shall be recovered from him in instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

v) The contractor shall maintain both in English and the local Indian language a list, approved by the labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.

11. **Preservation of Registers:** - The register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these regulations shall be preserved for 3 years after the date on which the last entry is made therein.

12. **Enforcement:**

i) The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing works dues and the amount of penalty to be imposed on the contractor for breach of these regulations, that have to be recovered from the contractor, indicating details of recoveries proposed and the reasons therefore. If shall be obligatory on the Engineer-in-Charge on receipt of such a report to deduct such amounts from payment due to the contractor.

ii) The penalty for every default and breach of these regulations shall, however be a sum not exceeding Rs. 50.00 In the event of the contractors default continuing in this respect, the penalty may be enhanced to Rs. 50.00 per day for each of default, subject to a maximum of one percent of the estimated cost of the works put to tender.

13. **Disposal of amounts recovered from the Contractor:** - The Engineer-in

Charge shall arrange payment to workers concerned within 45 days from receipt of a report from the inspecting officer except case where the contractor had made an appeal under regulation 15 of these regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise within 30 days from the date of receipt of the decision of the Labour Commissioner, Himachal Pradesh Govt.

14. **Welfare Fund:** - All moneys that are recovered by the Engineer-in charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as where about of workers not being known, death of a worker, etc. and also amounts recovered as penalty, shall be credited to a fund to be kept under the custody of the Labour Commissioner for such benefit and welfare of workmen employed by constructors as are prescribed by the labour commissioner.

15. **Appeal against decision of Inspecting Officer:** - Any persons aggrieved by a decision of the Inspecting Officer may appeal against such decision of the Labour Commissioner concerned within 30 days from the date of

the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Lab our commissioner shall be

final and binding up to the contractor and the Workman.

16. **Representation of parties:** - i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of a registered trade union of which he is a member or by any officer or a Federation of Trade Union to which the said Trade union is affiliated or where the workman is not a member of any registered trade union, by an office of a registered trade union connected with, or by any other workman employed in the industry in Which the workman is employed. ii) A contractor shall be entitled to be represented in an investigation or enquiry under these regulations by the officer of an association of contractors of which he is a member or by an officer of a Federation of association of contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with or by any other employer engaged in the industry in which the contractor is engaged.

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

17. **Inspection of Books and other Documents:-** The contractor shall allow inspection of the registers and other documents prescribed under these regulations by inspecting officers and the Engineer-in-Charge of his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

18. **Amendments** - Deptt. May, from time to time, add to or amend the regulations and issue such directions as it may consider necessary for the proper implementation of these regulations or for the purpose of removing any difficulty, which may arise in the administration thereof.

FORM 1

REGISTER OF WORKMEN

(Regulation 7)

- I) Name and address of the Contractor.....
ii) Number and date of contractor.....
iii) Name and address of the department awarding the contract
iv) Nature of contract and location work.....
v) Duration of the contract.....

Sr. No	Name and surname of the worker	Age and sex	Father's /Husband's name	Nature of employment/ designation
1	2	3	4	5

Permanent Home Address of employee (village.District, Thana)	Present Address	Date of commencement of employment
6	7	8

Date of Termination of leaving of employee	Signature of Thumb impression of the employee	Remarks.
9	10	11

FORM II

EMPLOYEMENT CARD

(Regulation 8)

- i). Name and sex of the worker.....
 - ii). Father's /Husband's name ~.....
 - iii). Address.....
 - iv). Age or Date of birth.....
 - v). Identification Marks.....
- Particulars of next of kin (wife/husband and children, if any, or dependent next of kin in case the worker as wife/husband or child.)

Name

 Full address of
 Dependent.....

Specify village, Distt. And State

Sr. No.	Name and address of employer Total period for (specify whether contractor or a Sub Contractor)	Particulars of Location of work site and description of work done.	Total period for which the worker employed(from ____ to ____)
1	2	3	4

Actual leave taken days worked.	No. of days should be specified.	Nature of work done by the worker	Wages period
5	6	7	8

s

Wage rate (with particulars of unit in case of piece work. .	Total wage earned by the worker during the period shown under col.5	Remarks	Signature of the employer.
9	10	11	12

N.B. For a worker employed at one time on piece work bases and (at another on daily wages) relevant entries in respect of each type of employment should be made separately.)

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FORM –III

REGISTER OF WAGES CUM- MUSTER ROLL

(Regulation 9)

- i) Name and address contractor
- ii) Number and date contractor.....
- iii) Name and address of the department awarding the contract.....
- iv) Nature of contract work and location.....
- v) Duration of the contract.....
- vi) Wage period.....

Sr. No	Name and surname of the worker	Father's/Husband Name	Sex	Designation /Nature of worker
1	2	3	4	5

Daily attendance No of unit 1,2,3,4,5, 6,7,31	Total Attendance/unit	Fair Wages Payable	
		Basic	D.A. and other allowances
6	7	8	9

Wages Paid		Date	Over Time Work	
Basic	DA and other allowances		No of hours	Over time Wages earned
10	11	12	13	14

Deduction from wages				
Total Wages Paid	Fine	Deduction for damage or loss	House rent	Recovery of advance
15	16	17	18	19

Other Deduction	Net Wages payable	Date of Payment	Signature or thumb impression of the worker	Remarks
20	21	22	23	24

FORM –IV

Wage Slip

(Regulation 9)

I. Name of the contractor.....

II. Place.....

1) Name of worker with father's Name /husband name nature of employment

2) Wage period

3) Rate of wags payable.

4) Total attendance/units of work done

5) Date on which overtime worked

6) Overtime wages

7) Gross wages payable.

8) Total deductions) including nature of deduction.)

9) Net wages payable.

10) Contractor's Signature/ Thumb Impression.

**Contractor's Signature/
Thumb Impression**

**Employees Signature/
Thumb Impression**

Annexure – XII

MODEL RULES FOR LABOUR WELFARE

(See Clause-71)

1. **Definitions:** - (a) "Workplace" means a place at which, on an average twenty or more workers are employed.
- b) "Large workplace": means a place at which on an average 500, or more works are employed.
2. **First Aid:-** At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours. At large workplaces, where hospital facilities are not available within easy distance of the works, First Aid posts shall be established and be run by a trained compo under. Where large workplace is remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees. Where large workplaces are situated, in cities, towns or in their suburbs hospitals an indoor ward shall be provided with one bed for every 250 employees. Where large workplaces are situated in cities towns or in their suburbs and no beds do considered necessary own to proximity of city or town hospitals, suitable transport shall be provided to facilities removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured persons or persons suddenly taken seriously ill, to the nearest hospital. At large workplaces there shall be provided and maintained on ambulances from the prescribed size containing the prescribed equipment and if the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory rules of the state Govt. of the area where the work is carried on may be taken as the prescribed standard.
3. **Accommodation for labours:-** The contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expenses and to standards and scales as approved by the Engineer-in Charge.
- 4 **Drinking Water:-** In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be the storage where drinking water shall be stored every water supply storage shall be at a distance of not less than 15 meters from any latrine drain or over source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine drain or any other source of pollution, the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in & be provided with a trap door which shall be dust and water proof. 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 once a month
5. **Washing and bathing Places"** Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept in a clean and drained condition.
6. **Scale of accommodation in latrines and Urinals:** - These shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation separately for each this shall not be less than at the following scales. No of seats
 - a) Where number of persons does not exceed 50 2
 - b) Where number of persons exceeds 50 but does not exceed 100
 - c) For additional persons 3 per 100 or Part thereof. In particular cases, the Engineer-in-charge shall have the power to vary the scale, where necessary.
7. **latrines and Urinals:-** Except in workplaces provided with water flushed latrines connection with a waterborne sewerage system, all latrines shall be provided with receptacles or dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year. If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters" for women only" shall be provided on the scale laid down in rule 6. Those for men should be similarly marked "for Men only". A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be an adequate supply of water close to latrines and urinals.

8. **Construction of Latrines-** Inside walls shall be constricted of masonry or other non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for Inspection latrines shall have at least thatched roof.

9. **Disposal of Excreta-**Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 15 cm layer of waste of refuse and then covering it with a layer of earth for a fortnight when it will run into manure). 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 contractor's work place or employees on the site. The contractor shall be responsible for payment of any charge which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. **Provision of the shelters during rest-** At every workplace there shall be provided, free of cost for suitable sheds, two for meals and two others for rest, separately for use of men and women

11. **Labour height of such shelter** shall not be less than 3 meters from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sq. meters per head. Crèches-At a place at which 20 or more women workers are ordinarily

employed, there shall be provided at least one hut for use, of children under the age of 6 years of such women. hut, shall not be constructed of standard lower than that of thatched roof, mud floor and walls with wooden plank, spreads over mud floor and covered with matting. Huts shall be provided with suitable and sufficient opening, form light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two 'dais' in attendance. Sanitary utensils shall be provided to the satisfaction of local medical health and municipal or cantonment authorities, use of huts shall be restricted to children their attendants and mothers of children. Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dai to look after children of women or women workers. Size of crèches shall vary according to the number of women workers employed.

Crèches shall be properly maintained and necessary equipment like toys, etc, provided.

12. **Canteen** - A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

13. **Planning, sitting and erection** of the above mentioned structures shall be approved by the Engineer-in-Charge and the whole of such temporary accommodation shall all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in Charge and at the contractor's expenses. The contractor shall conform generally to sanitary requirements local medical, health and municipal or cantonment authorities and all times adopt precaution as may be necessary prevent soil pollution of the site. On completion of the works the whole of such temporary structures shall be cleared away, all rubbish, burnt, exacta or the disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

14. **Anti-Malaria precautions-** The Contractor shall, at his own expense, conform to all anti. Malaria instructions given to him by the Engineer-in charge, including the filling up of any borrow pits which may have been dug by him.

15. **Enforcement**

i) The inspecting officer mentioned in Annexure XI or another officer nominated in his behalf by the Engineering-charge shall report to the Engineer-in-charge all cases of failure to comply with the provisions of these Rules either wholly or in part, specifying the penalties to be levied for such breach of these provisions.

ii) The sum to be levied as penalty shall, however, be fixed in accordance with provisions of clause 12 of Annexure XI. Interpretations, etc- On any question as to the application, interpretations or effect of these Rules the decision of the Chief Labour Commissioner or Chief Deputy Labour Commissioner shall be final and binding.

17. **Amendments-** Department may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administrative thereof.

Annexure - XIII
SAFETY CODE

See clause 72

1. Suitable scaffold shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
2. Scaffolding or staging more than 3.25 meters above the ground or floors, swung 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 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials, Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate with and be suitable fenced, as described in 2 above.
4. Every opening in floor or q building or in a working platform shall be provided with suitable means to prevent fall or persons or materials by providing suitable fencing or railing with a minimum height of 1 Meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3mtrs. In length. For longer ladders this width shall be increased at least 6mm for each additional 30 cm of length .Uniform step spacing shall not exceed 30cm. adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stocked 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 public from accidents and shall be bound to bear expenses of defence of every suit, action, or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be a awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be pain to compromise any claim by any such person.
6. **Excavation and trenching** -All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or faction ;thereof ladder shall be extended form bottom of trench to at least I meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides collapsing. Excavated materials shall not be placed within 1.5 meters of edge of trench or half of depth or trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances hall undermining or undercutting be done.
7. **Demolition:-**Before any demolition work is commenced and also during the process of the work:
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps hall be taken to prevent danger to persons employed from risk or fire or explosion, or flooding No floors, roof, or other part of a building shall be so overloaded with debris or materials as to render to unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphalted materials, cement and the mortars/concrete shall be provided with protective goggles.
 - b) Those engaged in handling any materials which is injurious to yes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.

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- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
 - i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - ii) Suitable face masks shall be supplied for use by 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 contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

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

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

(a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patents defects and shall be kept in good repair and in good working order.

ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from potent defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 4 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operators.

c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be clearly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be

clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

d) In case of a departmental machine, safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines the contractor shall notify safe working load of each machine to the Engineer-in-charge whenever he brings it to site work and get it verified by the Engineer-in-charge.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precaution shall be taken to reduce to the minimum risk any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations already energized insulating material wearing apparel such as gloves, sleeves and coats, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors or electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent placemat the work spot. Persons responsible of ensuring compliance with the safety code shall be named therein by the contractor.

14. (i) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangement made by the contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting Officer as defined in Annexure XI.

ii) Failure to comply with the provisions hereunder shall make the contractor liable to pay to the Department as penalty an amount not exceeding Rs.50.00 for each default and decision of the Engineer -in- charge shall be final and binding.

15. Notwithstanding the above conditions 1 to 14 the contractor is not exempted from the operation of any other Act or Rules in force.

Annexure – XIV

PARTICULAR SPECIFICATIONS

1) CRITERIA FOR DETERMINING THE PASSIVE RESITANCE OF THE SOIL BELOW THE MAXIMUM DESIGNED SCOUR DEPTH.

The draft of the relevant I.R.C. Sub-Committee as current on the date of 'Notice of Tender' shall be applicable.

2) SPECIFICATIONS FOR BEARING TO BE ADOPTED FOR DEFFERENT SPAN LENGTHS OF DEFFERENT STRUCTURE.

Sr. No	Span Length and type of structure	Type of bearing to be provided
1	2	3

ANNEXURE-XV

**LIST OF CLAUSES REQUIRING FILLING OF BLANKS OR ANY OTHER
ACIOIN BY THE DEPARTMENT BEFORE ISSUE OF TENDER DOCUMENTS**

Chapter No	Clause Number and other items	Pages	Chapter No	Clause No and other Items	Pages
Chapter I	1 2 3 5	1	Chapter No VII		32
	6.3	1			
	6.5, 7.1	1			
	8.2	2	Annexure		
	8.7, 9.1	2			
	10.1, 10.5	3		IV	
Chapter No-II	12.4	4		V (Particulars)	36
Chapter-III	7.1,17.4	5		Vides Col 2 for	
	20	5		Items 2,3,&4	
	49	11			
	56.3	13		VI	38
	64.1	16		VII	39
	67.3	17		IX	41
	75.3	21		XIV	55
				(Detailed specialization to be indicated for items 1 & 3)	
Chapter IV	Name of Works/Amount etc	22-24			
Chapter V	76,77,78	25			
	79,80	25			
Chapter VI	83.1, 83.2,	26			
	84.1, 84.3,	26			
	84.4, 84.5,				
	84.6	26			

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	84.7, 85.1, 85.2				
	85.3, 85.4	27			
	88.2 (2)				
86.3 (1)	31				
	88	31			

ANNEXURE XVI

**SPECIAL CONDITIONS OF CONTRACT
(Agreed to during post tender clarifications)**

Contractor

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LUMPSUM STP CONTRACT

CHAPTER I GENERAL CONDITIONS OF TENDER

(i) **1. Location and Description of Work: - Operation and maintenance of 0.46 MLD STP at Sharabai with its complete network of Zone B&C under Sewerage Scheme Bhuntar Town in Tehsil Bhuntar Distt. Kullu H.P.**

(iii) Sealed lump sum tender, based either on the departmental design (vide Chapter VI) or on the tenderer's own design, conforming to the Design data specified in Chapter VI, as one may chooses, are invited for the **Work: - Operation and maintenance of 0.46 MLD STP at Sharabai with its complete network of Zone B&C under Sewerage Scheme Bhuntar Town in Tehsil Bhuntar Distt. Kullu H.P.**

Estimated cost Rs.456365/- Earnest money Rs.9127/-Time:Threemonths Cost of form : Rs.250/-

2. Time limit: - Three months.

The work covered in this tender are required to be completed in all respects with in 36 calendar months from the fifteen day after the date on which the Executive Engineer I&PH Division No. II Kullu at Bhunter issues written orders to commence the work. The tender should be based on this time of completion.

3. Application for Tender Documents.

E. tenders as per procedure mentioned in Form-6.

4. Form on which tender is to be drawn

As mentioned in Form-6..

5. Date time and place of submitting tenders.

As mentioned in Form-6..

6. Procedure for submitting tenders

6.1. The tendered amount shall be quoted in the Schedule quantity..

6.2. The Bidder/Firm / tenderers should ensure that tendered amount quoted in B.O.Q referred to above is not mentioned in any other document directly or indirectly. If any such mention is made the tender will become invalid and shall not be considered.

6.3. The aforesaid letter format shall be put in an envelope which shall be sealed and superscripted Sealed Quotation/ tender for the construction of a O&M across road and bear on the bottom left corner the name of the tender with seal. (Not applicable)

6.4. The other tendered documents and accompaniments to be physically submitted shall consist of the following:

- i) A covering letter from the tender detailing the various considerations of financial bid in his tender,
- ii) A list of all documents accompanying the tender,
- iii) Duly executed power of attorney in original along with its two certified copies in the name of the tenderer's authorized representative to at on behalf of the tenderer.
- iv) Document in respect of payment of earnest money mentioned in clause-7.
- v) GST and income tax clearance certificates of the latest assessment year;
- vi) Detailed outline report on the tenders proposal with a note on his programmer of work as required wide clause 43.2.
- vii) Outline drawings of the tenderer's proposals;
- viii) Reference to or copies of detailed literature, if any, which might have been adopted by the tenderer while making his proposals;
- ix) The schedule of rates for payment on account of deviations that may occur, of materials and T &P to be issued by the Department, of rates of work items as a percentage of the total cost, for interim payments and of component percentages for assessment of cost due to variation in prices in Annexure V to VIII and X:
 - x) The increase or reduction over the tendered amount if the conditions stipulated which are contrary to the tender documents are with drawn. The break up of the amount relating to each of the aforesaid conditions should be given.

6.5 The tender document and accompaniments stated in para 6.4 and the sealed envelope mentioned in para 6.3 above shall then be put together in another envelope which shall be sealed and super scribed with the words tender for the work:-

7. Earnest Money: - Rs. 9127/-

7.1. Tenderers are required to deposit earnest money (unless exempted from depositing it) @ Rs. 9127/-in shape of Demand Draft/ National Saving Certificate/ Fixed Deposit Receipts of a Nationalized bank , National saving Certificates or National plan certificates (for the amount at which the certificates and papers are purchased

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and not for their face value) or Post Office Saving Bank Book or Government Securities duly pledged in favour of Executive engineer, IPH Division No.II Kullu at Bhuntar .Certificate of exemption of Earnest Money Deposit alongwith an affidavit about the number of tenders in which he is participating during this period in any of the division of HP I&PH Department and total value of their EMD involved. In case of false information , the contractor will be liable to be black listed. Exemption shall be limited to two times the deposited amount.

7.2. Deposit of earnest money in any other form is not acceptable.

7.3. A tenderer exempted firm deposit earnest money in individual case shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

However, in the event of the work being awarded to him, he shall within 21 days of the issue of letter of acceptance by the Accepting authority, deposit the amount equivalent to earnest money in any form as contained in clause 7.1 to form a part of the security deposit as contained in clause 7.4

7.4 In the case of the successful tenders the amount of the earnest money will be transferred to wards a part of the security deposit to be paid after the award of work.

7.5. Earnest money of unsuccessful tender will be refunded on application by the tenderer after intimation of rejection of his tender is went or expiry of the validity period, whichever is earlier.

7.6 The Department shall not be responsible for any depreciation in the value of the securities nor for loss of interest thereon.

8. Other conditions for submission of tenders

8.1 Inspection of site -The tenderers shall, in their own interest, examine the drawings, conditions of contract and specifications of work. They shall also inspect the site and satisfy themselves on their own as to the hydrological climatic and physical conditions prevailing at site, the nature, extent and practicability of the works, all existing and required roads and other means of communication and access to the site, whether by water or land, availability of housing and other facilities, the availability of different materials and their adequacy, labour and probable sites for labour camps, stores and go downs etc, although details in respect of the site condition . They shall themselves, obtain all necessary information as to risks, contingencies and other circumstances which may affect or influence their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

8.2 Discrepancies in tender:-Should there be any discrepancy in, or any doubts or obscurity as to the meaning of any of the tender documents, or as to anything to be done or not to be done by the tenderer, or as to the instructions to be observed by him, he must set forth in writing such discrepancy, doubt or obscurity and submit the same to the Engineer-in - charge of the works for elucidation as soon as possible, but not later than 14 days before the date fixed for receipt of tenders.

8.3 Sufficiency of tender- The lump -sum tender shall be inclusive of all expenses for proper and entire completion of the work and shall, amongst other things, include all taxes, vat, tolls, octroi, royalties, patent rights etc.

8.4 Whether tendered quotes on the departmental outline design or on his own alternative design, he shall be responsible for furnishing detailed designs & working drawings. Further he shall obtain technical approval of the Engineer-in-charge for each of the components of the work without any extra cost as required in clause 45 before carrying out the work.

8.5 All the pages of the tender documents, accompanying the tender shall be initiated in ink at the lower right hand corner and signed in ink where required in the tender papers by the tenderer or his authorized representative with official seal.

8.6 All corrections, interpolations or cuttings in the tender shall be attested in ink by the tenderer or his authorized agent with his dated signature in ink. Tenders shall not contain any erasures

8.7 The Engineer in - charge shall have the right to omit or suspend certain items of work to revise or to amend tender documents prior to the date of receipt and opening of the tender, Such revisions or amendments or extension, if any, shall be communicated to all concerned, in the form of an addenda by registered post to be issued at least 14 days (this shall be reckoned from the date of issued of the letters) before the due date for receipt of tenders.

8.8 It will be obligatory for the tenderers to keep the offer of their quotation/tender valid for a period of 120 days from the due date for receipt of tenders.

8.9. The tenders shall be in the same units as provided for in the departmental. Outline design.

8.10 Bar Chart

The contractor shall be required to submit a detailed programme for completion of work within the stipulated period, in the form of a Bar Chart, covering all major activities, to the Engineer-in-Charge with 10 days from the date of award modifications suggested by the Engineer-in-charge shall be incorporated in the bar Chart. It will be ensured by the contractor that the time schedule as laid down in the aforesaid bar Chart/ mile stone is adhered to. Action for not receiving the mile stone shall be taken as per the provisions given in the clauses of contract.

8.11 Site office: The contractor shall construct a temporary site office for supervisory staff of the department and shall also provide necessary furniture. No extra payment for this shall be made on this account.

9. Opening of tenders.

9.1 The tender documents will be opened by the **Executive Engineer, I&PH Division, Kullu No.II at Bhuntar** at his office on dated 03/01/2018 in the presence of the tenderers or their authorised representatives as may be present.

9.2 Thereafter all tenders (eligibility) received will be examined and clarifications sought if necessary, on the conditions which may have been stipulated by the tenderers, and are at variance with the stipulations of the tender documents.

9.3 Each of these condition shall be evaluated from the details furnished in the tenders or, if necessary after obtaining clarification from the tenderer.

9.4. Opening of tender : - As per procedure laid down in Form-6.

9.5. Tenders will be opened in the presence of each of the tenderer or their, representatives as may be present and the lump-sum amounts quoted by them will be read out. In addition, the amount evaluated for each tender for withdrawing or modifying the conditions stipulated by him so as to bring it in conformity with the stipulations in these documents will also be announced. **10 Rejections of Tenders**

10.1 If a tenderers design violates the basic design data supplied with the tender documents, the tender shall be liable to rejection. However, if along with the quotation a tenderer gives reasons which, in the opinion of Engineer-in-charge justify a departure from the basic design data he may, in his absolute discretion, consider the tender on merits. In any case, the tenderer must furnish priced details, showing the financial effect of the departures from the said design data. (Not applicable)

10.2 A tender not accompanied by Income-tax clearance certificate tenders itself liable to rejection.

10.3 A tender not accompanied by full earnest money as prescribed tenders itself liable to rejection.

10.4 If a tenderer proposes any alterations in or addition to the prescribed form of tender (Vide Chapter IV) or reserves the right to decline or carry any out any work included in these tender documents, his tender is liable to be rejected. (Not applicable).

10.5 **The Executive Engineer, I&PH Division No.II Kullu at Bhuntar**, however, reserves the right to reject any or all the tenders with out assigning any reason what so ever.

10.6 Canvassing in connection with a tender, in any form tenders the tender liable to rejection.

10.7 Eligible Material Equipment and Services. At the employer's request, the bidder having offered the lowest evaluated bid may be required to be provide evidence of origin of materials equipments and services to the satisfaction of Employer.

For purpose of clauses 10.7 above "origin" means the place where the materials are mined produced or manufactured similarly for equipment and from where the services are provided.

10.8 Qualification of the Bidder

To be qualified for award of contract bidder shall:-

- a) Submit a written power of attorney authorizing the signatory of the bid .
- b) Have adequate experience financial capacity, adequate bid capacity and technical capacity to undertake the contract, which is included in Sub-clause 10.8 (ii) below.
- c) The bidder shall submit the following information on eligibility and Qualification. .
 - i) ii) Financial predictions for the current year and the two following years including the effect of know commitments.
 - iii) Current contract commitments/ works in progress.
 - iv) Annual audited turn over.
 - v) Current information regarding litigation debarment, arbitration.
 - vi) Evidence of availability of required nominated key personal in the site organization proposed for the administration and execution of the contract.
 - vii) Availability of critical equipment.
 - viii) Any other information details required to be furnished for qualification criteria.

CHAPTER II

CONDITIONS RELATING TO AWARD OF WORK

11. Award of work:

11.1) The successful tenderer will be notified by a letter (in the form specified in Annexure II) sent by Registered Post to the address shown on his tender, that his tender has been accepted.

11.2) The tender together with the letter of acceptance thereof shall constitute a binding contract between the successful tenderer and the Department and shall form the foundation of the rights and the obligations of both the parties. The terms arrived at during the process of clarifications vide

C1.9.2 will be reduced in writing to specific agreed special conditions prior to the opening of the "Sealed bid/tenders and these shall form a part of the contract. In no case will be letters exchanged between the Department and the successful tenderer form a part of the contract.

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Executive Engineer

11.3) The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawing being followed in preference to small scale drawing and figures dimensions in preference to scale dimensions and special conditions in preference to General Conditions: In case of any discrepancy between Schedule of works, the specification and or the drawings, the following order of preference shall be observed:

- a) Description in Schedule of works.
- b) Particular specifications;
- c) Drawings:
- d) General specifications

If there are varying or conflicting provisions made in anyone document forming part of the Contract the Accepting Authority shall be the deciding authority with regard to the intention of the document. In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

11.4) Any error in description, quantity or rate in Schedule of Works/items 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 drawing and specification or from any of his obligations under the Contract.

12. Security deposit.

12.1) Amount of Security Deposit: - Security Deposit shall consist of two parts (a) Performance Guarantee to be submitted at award of work and. Performance guarantee should be @5% of Contract amount and should be submitted as Bank Guarantee, Government Securities, FDR within 15 days of receipt of letter of acceptance & security deposits as per clause 19 of form 6 under caption Security deposit.

12.2) The amount of the earnest money (vide clause 7 of Chapter-I) of the successful tendered will be treated as a part of the security deposit.

12.3) The recovery of Security Deposit by deduction from running amount bills does not arise in case the contractor deposit the total security deposit in the form of Government Securities in the shape of Bank Guarantee as specified under clause

12.1. Government papers tendered as security shall be taken at the value at which these are purchased and not for their face value.

12.4) All compensation or other sums payable by the contractor under the terms of this contract or any other contract or account will be deducted from his Security Deposit or from any sums which may be due to him or may becomes due to him from the Government on any account and in the event of the Security Deposit being reduced by reasons of any such above noted deduction, the contractor shall within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit.

12.5) There shall be no liability on the Department to pay interest on the Security deposited by or recovered from the contractor, unless or until it is made interest bearing as mentioned in Para 12.1.

12.6) In case the contractor does not complete the work or leaves the work unfinished the security deposited by the contractor will be forfeited.

13. Performance Bond

The successful tenderer, in addition to the prescribed security deposit, shall provide Guarantee of Insurance Company or a Scheduled bank to be jointly and severally bound with the Contractor to the Department for a sum of 5% of his tendered sum for the due performance of the contract. The bond shall be in a form as specified in Annexure-III. The obtaining of such guarantee or the provision of such sureties and the cost of the bond to be so entered into shall be

at the expense in all respect of the contractor.

14. Return of Security Deposit

14.1) On satisfactory completion of the work to be certified by the Engineer-in-Charge and handing over of the job to the department half the security deposit will be refunded to the contractor.

14.2) The balance half will be retained by the department free of interest as security against any non compliance with the prescribed specifications, rectification of defects (which the contractor shall be liable to rectify or make good during the defect liability period). This half portion of the security deposit will be refunded with his final bills or after his satisfactory compliance with his liabilities notified to him during the defect liability period (vide clause 67 of chapter III) whichever is later.

CHAPTER III

CONDITION OF CONTRACT

SECTION I-DEFINITION AND INTERPRETATION

15. Definitions

In the "Contract" (as here in after defined) the following words and expressions shall have the meanings here in assigned except where other wise specified.

16.1 The "Contract" shall mean the notice of tender, the sealed quotation and the tender document including the tender and acceptance there of together with the document referred to therein and the conditions with Annexure mentioned therein including any special conditions, specifications designs, drawings, priced schedule/bill of quantities and schedule of rates. All these entire document taken together shall be deemed to form one Contract and shall be complementary to one another.

16.2 The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

16.3 The "Contract Sum" shall mean the sum for which the tender accepted.

17.1 The "Accepting Authority" shall mean the Engineer-in-charge.

17.2 The "Executive Engineer, Irrigation cum Public Health Division No. I Kullu, Himachal Pradesh" shall mean the officer who is designated as such for the time being and in whose jurisdiction of work lies.

17.3 "Department" means the I &PH Department of the state of Himachal Pradesh" and Government mean the Governor of Himachal Pradesh, his successors in office and assigns. **17.4** The "Engineer-in-charge" shall mean the Executive Engineer or in -charge of the works. **18.1** A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

18.2 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

19. "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far both those are un-insurable), war (whether declared or not), invasion, act foreign enemies hostilities, civil war rebellion, revolution insurrection, military or usurped power any acts of God such as earthquake, lightning and unprecedented floods over which the Contractor has no control and accepted as such by there Accepting Authority.

20. "Market Rate" shall be the rate as decided by the Engineer-in -charge on the basis of the cost of materials and labour to the Contractor prevailing at the site where the work is to be executed plus a percentage of 15% to cover all overheads and profit. **21.** "Nominated sub-contractor's shall mean all specialists, merchants, trades men and other executing any special work or supplying any materials for which provisional sums or prime cost sums are included in the contract who may have been or nominated or selected or approved by the Accepting Authority/Engineer-in-charge and shall be demand to be employed by the Contractor.

The nominated sub-contractor shall undertake to wards the Contractor the like obligations and liabilities as are imposed upon the Contractor by the terms of this contract. "Sub-contract" shall mean by contractor entered into by the contract with any such nominated sub-contractor.

22. The "Site" shall mean the lands and/or other place on, under, in or through which the work is to be executed under the Contract including any other land or places which may be allotted by Department or used for the purpose of the Contract.

23. "Temporary Works" shall mean temporary works of every kind required in or about the execution, completion or maintenance of the work.

24. "Urgent Works" shall mean any measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to avert any risk of accident or failure or which become necessary for the security of works or the persons working thereon.

25. The "Works" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional altered or substituted works as required for performance of the Contract.

26. Singular and Plural

Interpretations- Where the contract so requires words importing the singular only also include the plural.

27. Heading and Marginal Notes. Heading and Marginal notes, if any, to the General conditions shall not be deemed to form part there of or be taken into consideration in the interpretation thereof of the contract.

SECTION II-SCOPE OF THE CONTRACT
SCOPE OF WORK

28. Intent of plans and specification

The work to be carried out under the Contract including all the item may be seen at page I to 15 Volume-II

29. Urgent Works:

"If any urgent work" (in respect where of the decision of the Engineer in charge shall be final and binding) becomes necessary and the contractors is unable or unwilling to carry it out at once. The Engineer -in charge may by his own or other people have it carried out as he may consider necessary. If the urgent work shall be such as the contractors is liable under the Contract to carry it out as he may consider it necessary. If the urgent work shall be

such as the contractor is liable under the Contract to carry it out at his expense, all expenses incurred on it by the Department shall be recoverable from the Contractors and be adjusted or set off against any sum payable to him.

30. Materials found at site

30.1 Materials of any kind obtained from excavation on the site shall remain the property of the Department and shall be disposed off as the Engineer in charge may direct. Provided that if the excavated material is soil and is used in the work, the use of such materials will be allowed free of cost.

30.2 All fossils, coins, articles of value or antiquity and structure and other remains or things of geological archaeological interest discovered on the site shall be the absolute property of the Department and the Contractors shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately upon discovery there of and before its removal acquaint and obtain the Engineer-in charges directions. All work connected with the removal and carriage of such articles of the place directed by the Engineer-in-charge shall be at the expense of the Department.

31. Deviations

31.1 The Engineer-in-charge may make any alterations additions to or omissions from the work as described in the tender documents, including change in the lines, levels, positions and dimensions of any part of the work, that may, in his opinion, be necessary and for that purpose he shall have absolute power to order the Contractor to do and the Contractors shall carry out the same as provided in this contract document.

31.2 The rate of this deviation shall be as provided for in Annexure V of the Contract if the total amount of variation do not exceed an algebraic sum of 10% of the tendered sum up to Rs. 50 lakh plus 5% on any excess over Rs 50 lakh. Where such deviation exceed the above limits, the rates of deviation in excess of the limits, shall be mutually agreed up to between the Contractors and the Engineer-in-Charge

32. Temporary services roads, removal of obstructions, etc.

32.1 Unless otherwise specified the Contractors shall provide and bear all expenses and charge for special temporary service roads required by him in connection with access to the site. He shall after adopt or maintain the same as required from time to time. He shall not object to the use of these services roads by other construction traffic.

32.2 The Contractor will not have any claim in case of delay by the department of removal of trees or shifting rising, removing of telegraph, or electric lines (over head or under ground) and other structures, if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays as provided in clause 46.

33. Final clearing of site

On the completion of work the contractor shall clear away and remove from the site all constructional plant surplus materials, rubbish and temporary work of every kind and leave the whole of the site and works clean and in a work man like condition to the satisfaction of the Engineer-in-charge.

MATERIAL

34. General

34.1 The Contractors shall at his own expense, provide all materials.

34.2 All materials to be provided by the Contractor shall be in conformity with the specification laid down in contract and the Contractor shall, if required by the Engineer-in charge, furnish proof about their suitability to the satisfaction of the Engineer-in-charge.

34.3 Subject to as herein after provided in clause 60.1 all charges on account of octroi, terminal or sale tax ,vat and other duties on materials obtained for the works from any source (excluding materials supplied by the Department including those due to loading, unloading, lead and life shall be borne by the Contractor.

34.4 Departmental officials concerned with the contract shall be entitled, at any time to inspect and examine any material intended to be used in or on the works, either on the site or at factory or workshop or other place (s) where such materials are assembled, fabricated or manufactured or at any place (s) where these are lying or from where these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

34.5 All materials brought to the site shall not be removed off the site without the prior approval of the Engineer-in-charge.

35. Materials to be supplied by the Department:

All the Material will be arranged by the contractor and no material will be supplied by the department.

Procurement of material

36. The Engineer-in-charge on request from the Contractors will, if in his opinion the request is reasonable in the interest of work and progress, assist the Contractors in the procurement of the indigenous materials. He will also assist the Contractors in securing the priorities for deliveries, transport in particulars, railway wagons etc. where such are needed. The Department will not, however, be responsible for the non availability of any of the facilities or delay in this behalf and no claims either in cost or time on account of such failure or delay shall be admissible against the Department.

37. Storage

37.1 Materials required for the works whether brought by the Contractors or supplied by the Department shall be stored by the Contractors only at places approved by the Engineer-in charge Storage and safe custody of materials shall be the responsibility of the Contractor.

37.2 Explosives and inflammable materials. If explosives or inflammable materials are to be used for the execution of the works the contractor shall at his expense, obtain such license or Licenses as may be required for storing and/using explosive and/or inflammable materials and locate, construct and maintain magazines if such are required for storage in accordance with the requirements of the appropriate Rules in force. The Contractor shall exercise almost care while using explosives and inflammable materials not to endanger life and property and he shall be solely responsible for any and all damages resulting from the storage and use of such materials. Further he shall indemnify absolutely the Department and its officers and employees against any claim and liability arising out of any accident or violation of any laws, rules, orders etc, in force regarding storage and use of such materials.

38. Sampling and testing

38.1 The Contractors shall at his own expense and without delay, supply to the Engineer-in charge samples of materials proposed to be used in the works. The Engineer-in-charge within twenty one days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not.

38.2 If samples are not approved, Contractor shall further arrange to supply to the Engineer in-charge for his approval fresh samples complying with the specification laid down in the Contract.

38.3 The Engineer-in-charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished at the cost of the Contractor and the contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.

38.4 If any tests other than those specified in the Contract are required by the Engineer-in charge, the Contractor shall provide all facilities required for the purpose of the purpose and the charges of such tests shall be borne by the Department.

38.5 The cost of materials consumed in tests shall be borne by the Contractor in all cases.

39. Defective materials

39.1 Any materials used on work without prior inspection (and where necessary, testing) and without approval of the Engineer-in-charge is liable to be considered un-authorized and defective.

39.2 The Engineer-in-charge shall have full powers for getting removed any or all of the materials brought to the site by the Contractors but are not in accordance with the Contract specifications or do not conform in character or quality to the samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by other means at the cost of the Contractor.

39.3 The Engineer-in-charge shall have full powers to require other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply with he may cause the same to be supplied by other means at the cost of the Contractors.

40. Patent rights

The Contractor shall indemnify the Department or any agent, servant and employees of the Department against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or materials or part of included in the Contract.

PLANT AND EQUIPMENT

41. General Rules

41.1 The Contractor shall arrange at his own expense all tools, plant and equipment (here in after referred to as "T & P") required for execution of the work.

41.2 In the case the Contractor so requires, some or all item of T & P listed in Annexure VII will be given to him on hire by the Department, at the rate shown in the Annexure provided he has indicated his requirement at the time of submitting his tender The Department will, however, not be responsible for any delay in supply of Departmental T & P and no claims in cost on account of such delay shall be against the Department. However, suitable extension of time in such cases may be allowed as per clause 46 in the Contract.

41.3 All constructional plant, provided by the Contractor shall when brought on or to the site, be deemed to be exclusively intended for the construction and completion of the work and the Contractor shall not remove the same or any part thereof (even for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-Charge which shall not un be unnecessarily withheld.

41.4 Upon completion of the works, the contractor shall remove from the site all the said constructional plant.

41.5 The Department shall not at any time be liable for the loss of or damage to any of the said constructional plant saves as otherwise provided in these documents.

41.6 In respect of any constructional plant which the Contractor shall have imported for the purpose of the works the Department will assist the Contractor, where required in procuring any necessary Government consent for re-exporting of such constructional plant if required by the Contractor upon the completion of the work.

41.7 The Department will assist the Contractor where required in obtaining clearance through the customs of constructional plant, accessories and spares parts required for the works.

42. Condition of hire of Departmental T & P

42.1 Soon after acceptance of the tender, the Contractor shall agree in writing with the Engineer-in-charge on a phased programme of his requirement with regard to issue of Department T & P.

42.2 Department T & P hired to the Contractor shall be carried by him at his expense from the place of issue to the site and back, when no longer required by him.

42.3 If the Contractors require any item of T & P on hire from the Department over and above the requirement indicated by him at the time of submitting his tender, the Department may, if such item is available, hire it to the Contractor at a rate to be agreed upon between him and the Engineer-in charge.

42.4 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return

42.5 The contractor will be exempted from levy of any charge for the number of days he is called upon in writing by the Engineer -in-charge to suspend execution of the work, provided department T &P in question has, in fact, remained idle with the Contractor because of the aforesaid suspension of the work.

42.6 The hire charges shall be reckoned as under:

i) The first eight working hours (excluding break one hour) I working day.

ii) Every working hour or part thereof in excess of 8 working hours at the rate of 1/8th of the hire charges for a working day, provided, however, of the Department has paid more than at the rate of 1/8th of the wages of the crew for overtime under the Minimum Wages

Act or any other law for the time being in force, the excess over the 1/8th of the wages shall also be charged to the Contractor.

42.7 If, however, the Department T&P has been worked for less than 8hours or has not been worked during a day. Charges shall be reckoned as under:

a) For working between 4 to 8 hours, for the actual number of hours worked, at the specified hourly rate.

b) For working for less than 4 hours for full 4 hours, at the specified hourly rate and c) when not worked at all, at idle hour charges for the whole day.

42.8 If, however, the Departmental T &P could not be used on account of a major break down, and it has:

i) Not worked at all on a day, no charges will be levied and

ii) Worked for some period before the break down, charges will believed for the actual hours worked.

42.9 The hire charges shown in Annexure 7 cover charges of crew stores for maintenances and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine engine oil, kerosene oil etc, for working Depart mental and all unskilled labour and water required for servicing / wash our shall be borne by the Contractor. The Contractor shall permit the engineer-in -charge to carry out periodical maintenance of Department T &P in accordance with the provision therefore and there will be no deduction in hire charges for the period spent on such maintenance.

42.10 The contractor shall be responsible for care and custody of Department T&P (including employment of chowkidar/s) during the period Departmental T&P remains with him and any damage (fare wear and tear excepted)to any of the equipment (except for Excepted Risks provided always the contractor has taken precaution necessary to protected from such risks) shall be made good at the contractor' expense to the satisfaction of the Engineer-in charge unless such damage is caused because of negligence of crew provided by the Department.

42.11 Department gives no guarantee in respect of Departmental T &P hired to the Contractor and no reduction in respect of any compensation shall be allowed on the ground that out turn of performance of T&P was not to the Contractor's expectation.

42.12 Department T &P hired to the Contractor shall be returned at the place of issue unless otherwise directed)by the Contractor on completion of the work or section of the work or earlier on termination of the hire by Department as hereinafter provided on a written notice by the Engineer-in-charge. Department shall be entitled to terminate the hire on three days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation whatsoever on account of such termination of hire Departmental T&P by the Department. In such an event, however, a reasonable extension of time for completion of the work may be given by the Engineer-in-charge if demanded by the contractor,

42.13 A Log Book for recording hours during which every item of Departmental

Machinery issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge there or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contests correctness of any entry and/or fails to sign the

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Log Book the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries of the Log Book.

42.14 Statement of Hire Charges A monthly detailed statement of the hire charges incurred in respect of Departmental T &P and /or transport shall be given by the Contractor to the Engineer-in-charge for verification.

43. Programme of construction

43.1 Time is the essence of the contract and it shall be clearly understood that The Contractor is bound to complete the work in all respect within the time specified vide Cl.2 of these documents.

43.2 The tenderer's programme of work acquired vide Clause 6.4 shall include a Progress Schedule which shall bear a reasonable relation to the total time specified for completion of works. This schedule shall give the forecast of the dates of commencement and of completion of the various construction trades/stages of the work. It shall also indicate the time schedule for all preliminary arrangements the contractor intends to make before start of the work.

43.3 This progress schedule, after modifications, if any, during the process of seeking Clarifications while examining the tenders shall form a part of the contract.

43.4 The progress schedule may be amended, as and when necessary, by agreement Between the Engineers-in-charge and Contractor within the limitations of time imposed by the contract, without levy of any compensation.

43.5. The acceptance of the above programme by the Engineer-in-charge shall not Relieve, Contractor of any of his responsibilities to complete the whole of the works by the prescribed time or extended time, if any.

44. Progress of Works

Contractor shall give the Engineer-in-charge, on the 4th day of each month a report on progress of work done during the previous month.

45. Submission and approval of designs and drawings

45.1 At least four copies of the complete design calculation and drawing for each component units shall be submitted by the Contractor for approval and the Engineer-in charge shall ensure that the approval to the drawing, if found in order, is accorded within two months from the date of receipt of the drawing from the contractor. Otherwise he shall apprise the Contractor of his comments on such design calculations and drawings within the above mentioned period. Where such comments are communicated to the Contractor, the Contractor shall ensure that the designs, modified in view of these comments are submitted to the Engineer-in-charge within 30 days of receipt of these comments. Similar course of action, as aforesaid shall be taken by the Engineer-in-charge on the modified designs

45.2 The Contractor shall be bound to made all such modifications in the said design and drawings as may be indicated by the Accepting Authority, whose decision in this respect shall be final and binding to comply with the standard codes and specification mentioned in this contract or in their absence, with principles, of sound engineering practice, at no extra cost to the Department.

45.3 Notwithstanding the approval of the Accepting Authority to the contractor's design, and drawings, the contractor shall be responsible for the stability of the various structures in accordance with the provisions of the contract and the approval accorded shall not absolve him of his responsibility for the safety of the structure.

45.4 On receipt of the approval to the Contractor's design and drawings, the Contractor shall supply to the Accepting Authority within a period of 15 days on the receipt of such communication, six copies of the approved drawings for use of the Department One set of drawings shall be signed by both parties to the contract, for the purpose of identification.

46. Extension of time

46.1 The time for completion of the works in the event of any authorized deviations resulting in additional cost over the Contract sum shall be extended, if requested by the Contractor in the proportion in which the cost of the altered, additional or substituted work bears to the original contract sum plus any additional time which the Engineer-in-charge may consider reasonable.

46.2 If the works be delayed by:

- a) Force majored, or
- b) Abnormally bad weather, or
- c) Serious loss of damage by fire, or
- d) Civil commotion, local combination of workmen, strike or lookout, affecting any of the tradesmen employed on the work, or
- e) Delay on the part of other contractors or tradesmen engaged by the Department in executing work on which the progress of the work under this contract is dependant but does not form part of this Contract, or
- f) Non-availability of stores which are the responsibility of the Department to supply or
- g) Non availability or breakdown of Tools and Plant to be supplied or supplied by Department, or
- h) any other cause which in the absolute discretion of the Accepting Authority is beyond the Contractor's control; then upon the happening of any such ever causing delay, the Contractor shall immediately given notice thereof in writing to the Engineer-in - charge, but shall nevertheless use constantly his best endeavors to prevent or

make good the delay and shall take all possible steps to the satisfaction of the Engineers-in-charge to proceed with the work.

46.3 Request for extension of time, shall be made by the Contractor in writing not later than fourteen days of happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

46.4 In any such the Accepting Authority may give a reasonable extension of time for completion of the work which shall be communicated to the Contractor by the Engineer-in charge in writing within 3 months of the date of receipt of such request by the Engineer-in charge.

SECTION III-PERFORMANCE OF THE CONTRACT WORK CONTROL.

47 Authorities of the Engineer-in-charge's representative

47.1 The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed, in connection with the works.

47.2. The Engineer-in-charge may from time to time, in writing, delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such delegations, of powers and authorities. Any written instructions or approval given by the representative of the Engineer-in-charge to the Contractor within the term of such delegation (but not otherwise) shall bind the Contractor and the Department, as though it had been given by the Engineer-in-charge:

Provided always as follows:

- a) Failure of the representative of the Engineer-in-charge to disapprove any work of materials shall not prejudice the power of the Engineer-in-charge thereafter. To disapprove such work or materials and to order the pulling down, removal or breaking up thereof:
- b) If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer to the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

48. Subletting of contracts

48.1 The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting Authority.

48.2. The Contractor shall be responsible for any sub-contractor who may carry out any work or supply and materials in connection with the contract, whether such sub-contractor is selected by the Accepting Authority or by the Contractor. The Contractor shall make good any loss or damage suffered by the Department by reason of any default, neglect or failure on the part of such sub-contractor in relation to such work or material.

49 Admission to site

The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge, and the Contractor shall on this account be allowed to extend the operations beyond these areas. In respect of land allotted for the purpose of accommodation of labour, erection of temporary workshops, stores, etc., storage of materials and the like, the Contractor shall pay compensation of Rs. 185/- per sqm. Per year or part of a year for use and occupation in respect of each and every separate area of land allotted to him.

50 Setting out of works

50.1 The works, unless the reference pillars will be erected as per layout drawing for all the components at site and in case reference pillars are missing or disturbed fresh reference pillars shall be established by the contractor at his own cost after carrying out the necessary survey with reference to the said drawings.

50.2 These Reference Pillars shall be connected with some permanent features in the site so that they can be correctly relocated in case they get disturbed during the construction period.

For the lay-out work and establishing the centre line of the alignment, only one steel tape shall be utilized throughout the work and where work is done by traversing, the traverse shall be closed. In case of minor errors these should be connected by interpolation and the layout and the centre line pillars got approved by the Engineering-charge.

50.3 The contractor shall be responsible for the true and proper setting out of the works. He shall be responsible for proper maintenance of all Reference Pillars, Bends, Marks, Stakes and other expenses existing in the field required in connection with the setting out of works at his own cost till physical completion of all the terms of the work or prior to that if agree to by the Engineer-in-charge.

50.4 All such Bench Marks, Reference Pillars, etc., established by the Contractor shall be subject to check and approval of the Engineer-in charge or his authorized representative at all times. Any variations noticed in the work as a result of improper, establishment or maintenance of these shall be at the risk and expense of the contractor.

51. Limitation of operations.

54.1 Contractor's employees- The Contractor shall employ in and about execution of works only such person as are skilled and experienced in their several trades. The Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion, of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed on the works without the prior permission of the Engineer-in-charge.

51.2 Instruction and notices:

51.2(i) Subject as otherwise provided in this Contract, all notices to be given on behalf of Department and all other action to be taken on its behalf may be given or taken by the Engineer-in-charge or any officers for the time being entrusted with the function, duties and powers of the Engineer-in-charge.

51.2(ii) All instruction, notice and communication, etc, under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.

51.2(iii) The Engineer-in-charge shall communicate or confirm his instruction to the Contractor in respect of the execution of the work in a 'Works Site Order Book' and the Contractor or his authorized agent shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction(s)

51.3 Drawing to be kept on site: - One copy of the approved drawings furnished to the Contractor shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge and his authorized representatives.

51.4 Watching and lighting - The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary as required by the Engineer-in-charge for the protection of the work for the safety and convenience of those employed in the works or the public

51.5 Work during nights or Sundays and holidays - Subject to any provisions contained in the contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission written of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Engineer -in- charge accordingly. Provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

52. Notices to local Bodies:

52.1 The Contractor shall comply with and give all notices required under any Governmental authority, instrument rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of and local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer -in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.

52.2 Subject to any provisions to the contrary contained in these Contract Conditions, the Contractor shall pay and indemnify the Department against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the works.

53 Facilities to other contractors

The Contractor shall in accordance with the directions of the Engineer-in charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the Contract or of any Contract which the Department may enter into in connection with or ancillary to the work.

54. Inspection of works

54.1 The Contractor shall either himself supervise the execution of the Works or shall Appoint a competent agent approved by the Engineer-in-charge to act on his behalf: If in the opinion of the Engineer-in-charge the Contractor has himself not sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ as his accredited agent a qualified engineer approved by the Engineer-in-charge. Order given to the Contractor's agent shall be considered to give the same force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as Directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date a suitable agent is appointed and the Contractor shall be held responsible for the delay to cause to the works.

54.2 All works shall be subject to examination and approval by the Engineer-in charge. No work shall be covered up or put out of view prior to such approval and the Contractor shall give due notice to the Engineer-in charge or his authorized representative, whenever any such work is ready and the Engineer-in-charge or his authorized representative shall, without unreasonable delay, attend for the purpose of examining such works

54.3 In the event of the failure of the contractor to give such a notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge, at Contractors' expense.

54.4 If any such apart, covered up or put out of view after being approved by the Engineer-in-charge., is required to be uncovered, the same shall be done by the Contractor. If it is found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening in and making good the same shall be borne by the Department.

MEASUREMENTS AND PAYMENTS

55. Records and measurements

55.1 The Engineer-in-charge shall accept as otherwise stated, ascertain and determine by measurement the value, in accordance with the contract, of work done:

55.2 He shall, when he requires any part or parts of the works to be measured give notice to the Contractors authorized agent or representative who shall forthwith attend or send a qualified authorized agent to assist the Engineer-in-charge's representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, the measurement made by the Engineer-in-charge or approved by him shall be taken to be the correct measurement of the work.

55.3.1 Measurement taken jointly shall be signed and dated by both parties on each day of measurement.

55.4 The value of work under provisional items, ordered and executed shall be ascertained by measurement.

56. Advances (Admissible only to contract exceeding Rupees 10 lacs)

56.1 Advances, as under if required by Contractor will be given within six weeks of the submission of an application by him.

a). A lump-sum advance not exceeding 4% of the contract sum against a bank guarantee for the amount advances from a scheduled Bank. The Advance shall be utilized for the purpose of this contract only and for no other purpose.

b). For any essential preliminary items of work such as access road, site offices, temporary accommodation etc. at 75 % of the completed cost thereof as assessed by the Engineer-in charge. Advances against this item shall in no case exceed 2 % of the Contract sum.

c) For plant and equipment specifically acquired for the work and brought to site at 75 % of the value of machinery, against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the value reasonable and that such plant & equipment are necessary for the works and not in excess of requirement and are hypothecated in favour of Government in the form prescribed by the Department Advance against this item shall in no case exceed 6% of the Contract sum.

d). Where a Contractor is not able to secure an advance of 6% under item (c), above for procurement of plant and equipment specifically required for the work at 75 % of the value of machinery against production of documents in support of the placement of orders for its purchase and against a bank guarantee, for the amount of advance from a schedule Bank, and subject to the Conditions that:

i) The Engineer-in-charge considers the value reasonable and that such plant and equipment are necessary for the works and not in excess of the requirements, and

ii) such plant and equipment are actually required and brought to site within a period of 1/4th of the completion period specified vide clause 2, of these documents which may be extended by the Engineer-in-charge up to a maximum period of 1/2 of the completion period specified in clause 2 in exceptional cases, and are hypothecated in favour of Government in the form prescribed by the Department.

Advance against items (c) and (d) shall together in no case exceed 6% of the Contract sum.

56.2 If a request for advance is made by the Contractor against all the four aforesaid Provision of 56. I (a) (b) (c) & (d) the total sum to be given as advance shall not exceed 10% of the Contract sum.

56.3 Recovery of the sums advanced against clauses 56.1 (a), (b), 56.1 (c) and 56.1(d) above shall be made by deduction from every interim bill referred to in clause 57,1 and recovery to be effected in suitable percentage in relation to the progress, as fixed by the Engineer-in-charge so that all the sums advance shall be fully recovered by the time work amounting to nearly 80% of the contract sum is completed if for any reason, the Contractor is unable to the acquire and bring to site the plant and equipment for hypothecation as required under clause 56.1 (d),in respect of the advance granted to him there under within the period stipulated the balance of the advance granted there under shall be recovered in full at the expiry of the period, from the Contractor, together with an interest at percentage per annum of 12%.

56.4 If for any reason, except as default of the contractor, the work under the Contract is suspended or is to be suspended for more than thirty days, the Contractor shall be at liberty to move the plant and equipment or any part thereof hypothecated to Government under clauses 56.1 (c) 56.1 (d) above to any other works site of the Contract for carrying on his other works, on his furnishing prior to such removal a bank guarantee acceptable to Department for the amount of the outstanding advance granted under clauses 56.1 (c) and 56.1 (d) above the undertaking to

bring back to site the plant and equipment as may be necessary for completion of the works, before expiry of the period of suspension.

56.5 If such plant and equipment are not brought back the Contractor shall forthwith repay the amount of the advance outstanding.

57. Interim payments

57.1 On account payment -Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the amounts already paid the security deposit /retention money and such other amounts as may be deduct able

or recoverable in terms of the Contract. All payment under this clause shall be treated as advance payment and can be modified and adjusted subsequently if found not correct.

57.2 Secured advances- payment as secured advances, shall also be admissible during the course of the execution of the work, on the contractor signing an indenture in the form to be specified by the Engineer-in-charge 75% of the cost (as assessed by the Engineer-incharge) of any materials which are in the opinion of the Engineer-in-charge, non perishable are in accordance with the specification in the Contract, have been brought on the site for incorporation in the works and are adequately stored and/or protected against damage and loss due to any cause whatsoever, to the Engineer-in-charge, but have not been so incorporated.

The payment under this clause shall be adjusted as and when materials are utilized in the works.

57.3 Interim Bills- Interim bills shall be submitted by the Contractors monthly, on or before the date fixed by the Engineer-in-charge, for payment under clause 57.1 and 57.2 the Engineer-in-charge shall then arrange to have the bill verified and the amount admissible shall normally be paid within 10 days of the presentation of the bill.

57.4 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

57.5 For the purposes of interim payment, the tenderer along with his tender shall submit a schedule for interim payment in the form given in Annexure VIII. These rates shall be realistic, as these are not only intended for the purposes of interim payments but also for the overall assessment.

58. Mode of payments and receipt for payments

58.1 Payments to Contractors shall be made by crossed cheques drawn on the Treasury with which the Engineer-in-charge has an account or through Remittance Treasury Receipt (R.T.R.) within Himachal Pradesh.

58.2 Receipts for payments made on account of any work shall be signed by the Contractor(s) or any persons having the power of attorney to receive payments on behalf of the Contractor.

59. Payments for deviations

59.1 Rates for additional altered or substituted work as may be ordered as a deviation under clause 31 shall be determined by the Engineer-in-charge, as follows.

59.2 If the rate for additional, altered or substituted item of work is specified in the contract, the Contractor shall carry out that the additional, altered or substituted item at the same rate.

59.3 If the rate for any altered, additional or substituted item of work is not specified in the Contract, the rate for that item shall be derived from the rate for the nearest similar item specified therein.

59.4 If the rate for any altered, additional or substituted item of work can not be determined in the manner specified in the clauses 59.2 and 59.3 above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge in writing the rate which he proposes to claim for such item of work duly supported by a complete analysis of the rate claimed. The Engineer-in-charge shall with in 2 months thereafter. After giving due consideration to the rate analysis given by the Contractor, determine the rate of the item (s) in question on the basis of prevailing rates.

Provided that:-

- 1) If the Contractor is not satisfied with the Engineer-in-charge's assessment of cost, he may, represent the matter to the Accepting Authority within 15 days of receipt of the decision of the Engineer-in-charge and the Accepting Authority shall communicate his decision on the rates within 2 months, after receipt of the contractor's representation.
- 2) In the event of the Contractor failing to inform the Engineer-in-charge within the period of time referred to in sub-clause (I) above, the rate which he proposes to claim the rates for such items shall be determined by the Engineer-in-charge on the basis of prevailing rates and these shall be binding on the Contractor.
- 3) In case the Engineer-in-charge/Accepting Authority fails to communicate his decision within the stipulated period, the Contractor shall still continue to carry out the altered or additional items of work order as deviation, as provided in the Contract. However in such cases interim payments will be made without prejudice to the final decision taken, at the rates claimed by the Contractor until a decision on the rates for such items of work has been communicated by the Engineer-in-charge/Accepting Authority. interim payments for these work items will be made at the rates decided by the Engineer-in-charge/ Accepting Authority and any adjustment between the rates so approved and those at which previous interim payments were made, will be made from subsequent payments.

60. Payments for variation in prices

60.1 Materials: - If after final acceptance of the tender and/or during the progress of the works, the price of any material (not being a material supplied from the Engineer-in-charge's store in accordance with the conditions of the Contract) is increased or decreased by an Act or legislature (Central or State) and/or any notification there under or on account of new duties or levies or on Account of increase or decrease in such duties affecting the price of materials required for information in the works and the Contractor has thereupon to pay in respect of such material a price which is higher or lower than a price of that materials as prevailing immediately before the passing of such Act or levying, increasing/decreasing of such duty, the Department shall in case of increase in the price reimburse to the Contractor the increase in price on the additional or increased duty paid by the Contractor and in case of decrease in price the Department shall be entitles to a refund of the reduction in price or the reduction in duty. Provided however, reimbursement or refund shall be made for the increase/decrease only on the variation over + 10%.

60.2 Petrol, oil lubricants- If after final acceptance of the tender and/or during the progress or the works, price of petrol diesel oil, lubricants (P.O.L.) (not being supplied from Engineer-in-charge store in accordance with the condition of the contract) is increased or decreased by an Act of legislature (Central or State) and (or any notifications there under and the Contractor has thereupon to pay for P O.L. a price which is higher or lower than the price, prevailing immediately before the passing of such Act, Department shall, in case of increase in the price, reimburse to the Contractor the increase in price paid by the Contractor and in case of decrease in price: Department shall be entitled to a refund as a result of this reduction in price. Provided, however. Reimbursement or refund shall be made on the increase/decrease only on the variation over + 10%.

60.3 Labour- For the purpose of this contract, the minimum wages of labour shall be taken as shown in annexure IX if on account of any legislation notification, labour award, the minimum wages of labour are increased at any time or time after the date of final acceptance of the tender then the Department shall reimburse to the contractor the increase permitted under the legislation notification, labour award, or dully approved binding agreement as aforesaid.

Provided however. Increase shall be payable only on the variation over 10%.

60.4 For assessment of payments or recoveries arising from a variation in prices mentioned in clauses 60.1, 60.2 and 60.3 the contractor while submitting the tender, shall quote the material component, the labour component and also the P.O.L. component as a percentage of the cost of work vide Annexure X.

For materials the percentage component to be supplied by the contractor shall exclude the effect of materials to be supplied by the Department, as indicated in clause 60.1. For assessment of payments due to variations in labour rates, the variation in wage of an unskilled of adult male mazdoor shall form the basis.

60.5 The price variations provided herein shall be calculated on the cost of the work yet to be done. Provided further no price variation shall be admissible if such variations have become operative after the Contract (or extended) period of completion of the works in question.

60.6 Insurance under workmen's Compensation Act and other Liabilities: - In the event of any increase in Workmen's Compensation Insurance premium under any law or in case, any additional or new liability under the labour laws is imposed on the Contractor after the date of submission of the tender, the additional expenditure incurred by the Contractor in that behalf shall be paid to the contractor by the Department.

60.7 The Contractor shall within a reasonable time of becoming aware of any alteration in the prices or variation in wages or variation in premier etc, give notice thereof in writing to the Department the same is given in pursuant to this condition and shall furnish All information relating there to which he may be in a position to supply. In case of claim in respect of deviation under clause 60.6 the Contractor shall produce satisfactory documentary evidence in support thereof Similarly if any refund is to be claimed from the Contractor on account of any reduction on account of any aforesaid variation, the Contractor shall allow the Government the refund so due.

61. Payment to sub-contracts

Before making any advance payments to the Contractor in respect of work done or materials supplied by any nominated sub-contractor, the Engineer-in-charge shall be entitled to demand from the Contractor reasonable proof that all payments (less retentions) included in previous

certificates in respect of the work or materials of such nominated sub- Contractor have been made or discharged by the Contractor, in default whereof unless the Contractor shall have informed the Engineer-in-charge in writing that he has reasonable cause for withholding or refusing to make such payment and produce to the Engineer-in-charge reasonable proof that he has so informed such nominated sub-contractor in writing the Engineer-in-charge shall be entitled to pay to such nominated sub- Contractor direct all payments (less retentions) which the contractor has failed to make to such nominated sub-contractor and to deduct the amount so paid from any sums due to the Contractor.

62. Acceptance and final payment

62.1 The final bill shall be submitted by the Contractor within three months of physical completion of the works as certified in clause 66. No further claim shall be made by the Contractor after submission of the final bill.

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62.2 Payment of those items of the final bill in respect of which there is no dispute and of items in dispute for quantities and at rates as approved by the Engineer-in-charge shall be made within six months reckoned from the date of receipt of the aforesaid bill by the Engineer-in-charge.

63. Over-payment and under payments

63.1 Whenever any claim for the payment of a sum of money to Department arises out of or under this contract against the Contractor, the same may be deducted by the department from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Department or from any other sum due to the Contractor from the Department (which may be available with the Deptt.) or from his security deposit! Retention money or he shall pay the claim on demand,

63.2 Department reserves the right to carry out post-payment audit and technical exam not on of the work and final bill including all supporting vouchers, abstracts, etc. Department further reserves right to claim recovery of any over payments as and when detected, not with standing

the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 65 of the Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award Provided that the said right of the Department to adjust over payments and under payments shall not extend beyond a period of three years from the date of final bills in case of minus final bill the date from which three years will be reckoned will be the date on which the intimation of the minus bills is communicated to the Contractor.

63.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Department from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

SUSPENSION OF WORK DISPUTED CLAIMS ARBITRATION AND TERMINATION OF CONTRACT

64. Compensation for unreasonable delays

64.1 If the Contractor:-

i) Fails to complete the works and clear the site on or before the Contract (or extended) date/period of completion; or

ii) fails to complete works costing 1/5th of the contract sum within 1/4th of the contract period of works costing 3/5th of the Contract sum in half the contract period and/or works costing 3/4th of the Contract sum within 3/4th of the contract period;

he shall, without prejudice to any other right or remedy of Government on account of such breach, pay as agreed compensation an amount as calculated below (or such smaller amount as may be fixed by the Accepting Authority) on the contract sum in respect of (i) above and on the appropriate cost of works viz 1/5th, 3/5th or 3/4th of the Contract sum, as the may be in respect of (ii) above, which the compensation is leviable:

a) Completion period (as originally stipulated or as extended) not exceeding percent ending 6 months @ 1% per week

b) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years. @ Of 1/2 % per week

c) Completion period (as originally stipulated or as extended exceeding 2 years @ 1/4. percent Per week

64.2 When the delay in completion of the work/part work amount to less than a week the compensation payable shall be proportional to the number of days involved.

64.3 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the Contract value of the work:

a) Completion period (as) originally stipulated or as extended) not Exceeding 6 months.

b) Completion period (as) originally stipulated or as extended) exceeding 6 months not exceeding 2 Years

c) Completion period (as originally stipulated or as extended) exceeding 2 years.

64.4 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 Department.

64.5 Where compensation has been levied for delay in completion of one interim stage of work referred to in clause 64.1, (ii) it shall be refundable if the Contractor completes the subsequent stage of work (whether interim or final) in time as required in clause 64.1

64.6 The Engineer-in-charge shall keep a watch as to whether the actual physical progress of work is as per the progress Schedule (vide clause 43.2) and in case the Contractor defaults in achieving progress on works at intermediate stages as per this schedule and continues to do so even after one month after a notice, writing from the Engineer-in charge the Contractor will tender himself liable to action as provided vide clause 68.3.

65. Disputed claims and arbitration

Except where otherwise provided in the contract all questions and disputes relating to the Meaning of the specifications, designs, drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever, in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Engineer-in-Charge/Engineer-in-Chief. Himachal Pradesh Irrigation cum Public Health Department. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had expressed views on all or any of the matters in dispute of difference. The arbitrator unto whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Engineer-in- Chief, Himachal Pradesh Irrigation cum Public Health Department at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than a person appointed by Engineer-in- Charge/ Engineer-in-Chief, Himachal Irrigation cum Public Health Department should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and of the time being in force shall apply to the arbitration proceeding, under this clause.

66. Final certificates, termination of responsibilities.

66.1 Within ten days after the work is completed, the Contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall finish the Contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge do not need reconstruction and can be rectified or in case he is prepared to accept at the defective work at reduced value he shall given a certificate indicating (a) the date of completion, (b) defects to rectified by the Contractor and/ or, (c) items for which payment shall be made at reduced rate. No certificate of completion shall be issued nor shall the work considered to be complete till the site is finally cleared as provided for in clause 33 of these documents, except for such materials and equipment as may be required for rectification of defects.

66.2 If the Contractor fails to comply with any of the requirements of this conditions aforesaid, the Engineer-in-charge may at the expenses of the Contractor fulfill such requirements and dispose of the scaffolding, surplus materials and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor.

66.3 If the expense of fulfilling such requirements is more than the amount realized on such disposals as aforesaid, the Contractor shall forth with on demand pay such excess.

67. Defects liability:

67.1 If it shall appear to the Engineer-in-charge or his representative at any time during construction or reconstruction or prior to the expiration of the defects liability period (vide clause 67.3) that

i) any work has been executed with unsound, imperfect or un skilful workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or

ii) Any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship. The contractor upon receipt of a notice in writing to that effect from the Engineer-in-charge shall forthwith rectify or remove the materials or articles so specified and provide other materials or articles at his own expense notwithstanding that the same have been inadvertently passed certified and paid for.

67.2 If the Contractor or his workmen or employees shall injuries or destroy any part of the structure in which they may be working or any structure road fence, etc continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, The contractor shall have to make good the same at his own expense.

67.3 The contractor shall be responsible to make good and remedy at his own cost, any defect which may develop or may be noticed and intimation of which has been sent to the contractor by a letter sent by and delivery or by registered post, before the expiry of a period twelve months (hereinafter referred to as the defects liability period) from the date of completion of whole of the work.

67.4 In the event of the contractor failing to rectify or damage within the period to be Specified by the Engineer-in-charge in his notice aforesaid, the Engineer -in-charge may rectify or remove and re-execute the work and/ or remove and replace with other materials articles or complained of, as the case may be by, other means at the risk and expenses of the contractor.

68. Termination of contract- Foreclosure in full or in part in due to abandonment or reduction in scope of work.

68.1.(i) If at any time after acceptance of the tender, department decide to abandon or reduce of the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever. On account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

68.1 (ii) The Contractor shall be paid at Contract rates full amounts for works executed at site and, an addition a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

a) Any expenditure incurred on preliminary site or, e.g., temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.

b) The department shall have the option to take over Contractor's materials or any part there of either brought to site or of which the Contractor is legally bound to accept delivery from supplies;

1) For materials taken over or be taken over by the Department, the cost to be taken over by the department, the cost to be paid shall take, into account purchase price, cost of transportation and deterioration or damage which have been caused to materials in the custody of the Contractor.

2) For materials not retained by the department, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

c) If any materials supplies by the department are rendered surplus, the same except normal wastage shall be returned by the Contractor to department at rates not exceeding those at which these were originally issued less allowances for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. Such materials shall be transported by him from the site to the place of issue or a place other than the place of issue, if so required by the Department and in such an event he will be paid for the cost of transporting such materials from site.

d) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable,

e) Reasonable compensation for repatriation of Contractor's site staff and imported labour to the extent necessary,

f) a sum to be certified by the Engineer- in charge being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works.

68.1 (iii) The contractor shall, if required by the Engineer-in-charge furnish to him books of accounts, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under clause 68.1 (2).

68.2 Termination of Contract in the event of death

68.2 (i) If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then, unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or the proprietor of other proprietary concern and in the case of a partnership, the surviving partners are capable of carrying out and completing the Contract. The Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part without department being in any way liable to payment of any compensation to the estate of the deceased Contractor and / or to the surviving partners of the Contractor; firm on account of the cancellation of the Contract.

68.2 (ii) The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties.

68.3 Cancellation of the Contract in full or in part

68.3 (1) If the Contractor;

a) At any time makes default in proceeding with the works with due diligence and continues to do so even 15 days after a notice in writing from the Engineer-in-charge; or

b) Commits defaults in complying with any of the terms and conditions of the Contractor and does not remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer-in charge;

C) Fails to complete the works on or before the date on completion, and does not complete them with in the period specified in a notice given in writing in that behalf by the Engineer-in-charge

d) shall offer or give or agree to give to any person in department service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for department; or

e) enters in to some sort of contract with other parties and has paid commission or has agreed to pay, unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Accepting Authority, Engineer-in charge;

- f) Has obtained a Contract with the department as a result of wrong tendering or other non bonafide methods of competitive tendering; or
- g) Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving or prior order of administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveying of assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do or if any application be made under any insolvency act for the time being force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h) being a company shall pass resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 4 days; or
- j) assigns, transfer, sublets (engagement of labour on apiece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the accepting Authority; the Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter of Department, by written notice cancel the contract as a whole or only such items of work in defaults from the Contract.

68.3. (2) the accepting authority shall on such cancellation have powers to:

- a) Take possession of the site and any materials, constructional plants, implements, stores, etc. thereon, and/or
- b) Carry out the incomplete work by any means at the risks and cost of the contractor.

68.3 (3) On cancellation of the Contract in full or in part the Engineer-in charge shall determine what amount if any is recoverable from the contractor for completion of the works or in case the works or parts of the works is not to be completed, the loss or damage suffered by the Department. In determining this amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation the value of Contractors materials taken over and incorporated in the work, and use of machinery belonging to the Contractor

68.3 (4) Any excess expenditure incurred or to be incurred by the Department in completing the works or part of the works or the excess loss or damage suffered or may be the Department as' aforesaid after allowing such credits shall be recovered from any money due to the contractors on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days of the notice given to that effect by the Engineer-in-charge.

68.3 (5) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor unused materials, constructional plant, implement, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and in accordance with the provision.

68.3 (6) Any sums in excess of the amounts due to the Department and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Department of the works is less than the amount which the contractor would have been paid, had completed the work such benefit shall not accrue to the contractor.

68.4 Changes in constitution

68.4 (1) where the Contractor is a partnership firm, the prior approval in writing of the accepting authority shall be obtained before any change is made in the Constitution of the firm

68.4 (2) Where the Contractor is an individual or a Hindu Undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractors enters into any partnership agreement where under the partnership firm would have the right to carry out the work here by undertaken by the Contractor.

68.4 (3) If prior approval as aforesaid is not obtained the Contract shall be cancelled as provided for in clause (68.3, 3).

69. Excepted Risks

69.1 The Contractors shall be under no liability whatsoever whether by way indemnity or otherwise for or in respect of destruction of or damage to the works (save to work condemned under the provision of clause 34 hereof prior to the occurrence of any expected risk hereinafter mentioned) or temporary works or to property whether of the Department or third parties or for in respect of injury or loss of life which is the consequences whether direct or indirect of war hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion revolution, insurrection or military or usurped power, civil war of riot. Commotion or disorder otherwise than among the contractor own employees (hereinafter comprehensively referred to as "the said Excepted Risks") and the Department shall indemnify and save harmless the Contractors against and from the same and against and from all claim, demands, proceeding,

damages costs charges and expense whatsoever arising there out or in connection therewith and shall compensate the Contractor for any loss of or damage to property of the Contractor used or intended to be used for the purpose of

Cont.

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the works (including property in transit to the site) and occasioned either directly or indirectly by the said Excepted Risk.)

69.2 Damage to works by excepted risk- If the works or temporary works or any materials (whether for the former or the latter) brought to site shall sustain destruction or damage by reason Of any of the said Excepted Risks, the contractor shall be entitled to permanent or temporary works and for any materials so destroyed or damaged and shall be paid by the Department the cost of making good any such destruction or damage whether to the works or temporary works and of replacing or making good such materials so far as may be necessary for the completion of the works on a prime costs basis as the Engineer-in-charge may be certify to be reasonable. 69.3 Projectile missile etc. -destruction, damage injury or loss caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell grenade or other projectile missile or a munitions or explosive or war shall be deem to be a consequence of the said excepted Risks.,

LABOUR AND GENERAL LAWS

70.1. Labour Regulations: - The contractor shall employ labour in sufficient numbers either directly or through sub- contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-incharge.

70.2 The Contractor shall not employ in connection with the works and any person who has not completed his Eighteenth year of age.

70.3 The Contractor shall furnish to the Engineer-in-charge fortnightly distribution return of the number and description by trades of work people employed on the works.

70.4 The Contractor shall also submit on the 4th and] 9th 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 (1) the accidents if That Occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, I 96 I, or Rules made there under and the amount paid to them.

70.5 The Contractor shall pay to the labour employed by him either directly or through sub contractor wages not less than fair wages defined in the Contractor's Labour Regulations at Annexure XI.

70.6 The Contractor shall in respect of labour employed by him either directly or through sub contractors comply with or cause to be complied with the Contractor's Labour Regulations at Annexure XI in regard to all matters provided therein.

70.7 The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938 Workman's Compensation Act, 1923, Industrial Disputes Act 1947 and the Maternity benefit Act 196, The contract Labour Regulation and Abolition Act 1970 or any modifications thereof or any other law relating there to and rules made the re-under from time to time.

70.8 The Contractor shall indemnify Department against any payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub contractors. 70.9 The decision of the Engineer-in-charge in matters relating to the reports from the Inspecting Officers as defined in Annexure XI shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.

71. MODEL RULES FOR LABOUR WELFARE

71.1 The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour welfare as contained in Annexure XII, or rules framed by Department from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the Works.

71.2 In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost there of from the Contractor.

72. SAFETY CODE

The Contractor shall at his own expense arrange for the safety, provisions indicated in Annexure XIII or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection there with. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the costs thereof from the Contractor.

73 NUISANCES

73.1 The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause un-necessary disturbance or inconvenience to owners tenants or occupants of other properties near the site and to the public generally.

73.2 The contractor shall save harmless and indemnify the department in respect of all claims, demand, proceedings, damages, costs charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

74. CONTRACTORS: - LIABILITY AND INSURANCE

74.1 From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever (save and except the Excepted Risks and shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition, and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.

74.2 Without limiting his obligations and responsibilities under clause 74.1 the contractor shall insure in the joint name of the Government and the Contractor against all loss or damage from whatsoever cause other than the excepted risk for which he is responsible under the terms of the contract and in such manner that the Government and the Contractor are recovered during the period of construction of the works and the defects liability period for loss or damage arising from a cause occurring prior to the commencement of the damage caused by the Contractor in the course of any operation carried out by him for the purposes of complying with his obligations under clause 67 thereof;

- i) the works and the temporary works to the full value of such works executed from time to time.
- ii) The materials constructional plant and other things brought to site by the Contractor to the full value of such materials constructional plant and other things.

DAMAGE TO PERSONS AND PROPERTY

74.3 Damage To persons and property- The contractor shall indemnify and keep indemnified the department against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of other construction and maintenance of the works and against shall claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to, Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the department against any compensation or damage caused by Expected Risk'

74.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (excluding that of the Department) or to any person(including any employee or department) by or arising out of carrying out of the Contract.

74.5 Where a Departmental building or a part there of is rented by the Contractor he shall ensure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature. In case of doubt in the matter the decision of the Engineer-in-charge shall be final and binding on the Contractor.

74.6 The Contractor shall at all times indemnify the Department against all claims, damages or compensation under the provisions of payment of wage Act, I 936,minimum Wages Act,1948,Employer's Liability Act,1938, Industrial Disputes Act 1947 and the Maternity Benefit Act 1961 or any modifications there of any other law relating there to and rules made there under from time to time or as a consequence of any accident of injury to any workman or other person in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Department, there agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accidents or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without, limiting his obligations and liabilities as above provided the Contractor shall insure against all claims, damages or compensation payable under the workman Compensation Act, 1923 or any modification there of or any other Law relating there to.

74.7 All the aforesaid insurance policies provided that these shall not be cancelled till the Engineer -in-charge has agreed to their cancellation.

74.8 The Contractor shall prove to the Engineer-in-charge or his authorized representatives from time to time that he has taken out all the insurance policies referred to above and have paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability period.

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

REMEDY ON CONTRACTORS'S FAILURE TO INSURE

74.10 Remedy on Contractor is failure to insure.- If the Contractor and/ or his subcontractors(if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case Department may without being bound to, effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the department from any moneys due or which may become due to the contractor or recover the same as a debt due from the Contractor.

74.11 Insurance to be taken with- All insurances to be effected by the contractor and/or his sub-contractor (if any) should be taken out only with the insurance company or companies approved by the department and this approval to any particular insurance company shall not be unreasonably withheld.

75. TRAINING APPRENTICES

75.1 The contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories mentioned in (cl.) 75.3 and for such periods as may be required by the Engineer-in-charge.

75.2 The Contractor shall train them as required under the Apprentices Act 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

75.3 The number of apprentices to be engaged in different categories shall be as under:

Category Number to be engaged.

(a)

(b)

(c)

(d)

Etc.

The ratio of apprentices is given as under:-

Industries Group No 40, Construction minor Trade Group; 400.

TRADE

1. Blacksmith 1:7 3years.

2. Sheet metal 1:7 3years.

3. Welders 1:7 2years

4. Electrician 1:7 3years

5. Wireman 1:7 3years.

6. Carpenter 1:7 3years.

7. Building Construction (mason) 1:7 1 years

8. Brick Layer 1:2 3years.

9 Plumber 2:3 3years.

The apprentice may be engaged for such period as required for training in the relevant trade under the Apprentices Act as maintained above.

LEGAL JURISDICTION OF COURTS.

75.4 In the event of dispute of any kind arising of this contract the law court at the district head quarter of the Engineer -in- Charge or the High court of Himachal Pradesh, Shimla shall have the legal jurisdiction. This condition will, however, not interfere with the arbitration clause of this document.

CHAPTER IV
TENDER FORM

To

The Governor of the State of Himachal Pradesh
(Here in after referred to as the Department)

I/We have read and examined the following documents relating to
.....
.....
.....

- a) General conditions of tender notice,
- b) General conditions of contract as contained in the tender documents along with Annexure to the various Chapters in these documents; and
- c) Design, data, specifications and drawings.

2. I/We here by tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details, as may be fixed under the terms and conditions of the contract and with in the period of completion as stipulated in the tender documents.

3. In consideration on I/We being invited to tender, I/We agree to keep the tender open for acceptance for a period as prescribed in clause 8.8 of Chapter-I -General Conditions of Tender Notice.

4. A sum of Rs-38450/-lakh is hereby forwarded in the form of see clause 7. I up to acceptable bank. Certificate/Time deposit Account from any of the Post Offices, in Himachal Pradesh as earnest money. If I/We

- v) Fail to keep the tender open as aforesaid, or
- vi)

ii) After the tender is accepted, fail to commence the execution of the works as provided in the condition. I/We agree that the Department shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

5. If my/our tender is accepted, I/We,

- III) agree to abide by and fulfils all the terms, conditions and provisions of the Aforesaid documents;
- IV)

ii) Undertake to commence the work soon after the date of issue of the written order of the Engineer-in-charge to commence the work soon after the date of issue of the written order of the Engineer-in-charge to commence the work and to complete and deliver the whole of the work comprised in the contract within twelve months from the fifteenth day after the date on which the Engineer-in-charge issues written orders to commence the work'

iii) agree that the amount of earnest money shall be appropriated Towards the security deposit; and

iv) undertake to furnish, within 4 days of the date of issue of the letter of acceptance by the Accepting Authority, the performance bond as specified in clause 13 of Chapter 11- Award of Work,

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EXEMPTION FROM PAYMENT OF EARNEST MONEY

I/We have already furnished security to Department in lieu of earnest money and have deposited with the Chief Engineer, the lump sum amount of Rs. _____ (Rs. _____ only) and I/we, therefore, claim exemption in terms of the Bond executed by me/us and bearing No. _____ dated the day of _____ 2009 against the necessity of depositing earnest money in respect of this tender

I/we agree that should the department decide to forfeit earnest money as aforesaid in Para 4, in case a sum equal to the earnest money (Specified in clause 7.1 of chapter I-General condition of tender notice) is not paid by me/us for the with, Department may, at its option recover it out of any other moneys due to me/us or otherwise.

Witness _____

Date _____

Address _____

to be filled by the tenderer while tendering.

Signature _____

In the capacity of _____

Duly authorized to sign

The tender on behalf of (in Block letters)

Postal address _____

Telegraphic address _____ -

Telephonic/Mobile No. _____

Balance

ACCEPTANCE OF TENDER

The above tender (as contractor vide special conditions agreed to by him during post tender clarifications and enclosed herewith vide Annexure XVI to form a part of these documents) is accepted by on behalf of the Governor of the State of Himachal Pradesh for The sum of Rs.

(Rupees.....)

For and on behalf of the Governor
The State of Himachal Pradesh.
Signature.....
Designation..... Dated
this day
of.....20.....

CHAPTER V SITE CONDITION

76. Work site

76.1 The location of the work and the general site particulars are shown in the site plan/index plan enclosed vide Chapter VII of these documents.

76.2 The Project site is about Blanks in the Chapter shall be filled before issue of tender documents

76.3 Right of way to the work site will be provided to the contractor

76.4 Sign Board: - The contractor shall provide board indicating complete name of work date of start, date of completion, cost, and name of department, name of the Executive Engineer, with office address and telephone number, name of the executive agency at his own cost at the site of work.

77. Environmental conditions

77.1 The area in which the work lies is mostly plain/rolling/hilly. Strike out portion not applicable.

77.2 The climate in this region is hot and cold.

77.3 The variations in daily temperatures in the region are as under:

i) During summer months, from about minimum of 25 Centigrade maximum of 36 Centigrade

ii) During winter months, from about a minimum of 4 Centigrade to a maximum of 10 Centigrade.

77.4 The average annual rainfall in the area is of the order of 950 mm a good portion of which is concentrated in the month of July and August.

77.5 The additional information about flooding or other environmental features where Necessary.

78. Market facilities

The nearest marketing centre for daily necessities is a Kullu/ Bhuntar.

79. Postal and rail facilities

The nearest Post Office is located at Kullu/ Bhuntar. The nearest Telegraph Office is located at Kullu/ Bhuntar

80. Rail Facilities

The nearest Railway Station is located at Kiratpur Sahib Tehsil Anandpur Sahib Distt. Ropar, Punjab (INDIA) or Joginder Nagar (Himachal Pradesh)

81. Material Source

81.1 The quarry charts enclosed vide Chapter VII of these document indicate the location of quarries and other sources from which naturally occurring materials are available. The leads indicated in the said charts are as per chapter No.7.

The tendered shall make their own independent investigations into the availability as well as suitability of the various materials required for construction as referred in this para.

82. Bench Marks and Reference Pillars

A number of permanent bench marks have been established along the alignment. The location and reduced levels of the same have been indicated on the drawings enclosed vide Chapter VII of these documents. Levels shown on the drawing are with reference to these bench marks.

**CHAPTER VI
DESIGN DATA AND SPECIFICATIONS**

Referred to Volume-III at

Page to

CHAPTER VII

ENCLOSURES THAT FORM A PART OF CONTRACT DOCUMENT AS

1.	Tender/Quotation Letter	Annexure-I
2.	Form of letter of Acceptance of Tender	Annexure-II
3.	Performance Bond	Annexure-III
4.	Schedule of Works	Annexure-IV
5.	Schedule of items for which rates are to be quoted By the Contractor	Annexure-V
6.	Materials for issue to the Contractor	Annexure-VI
7.	Tools and Plant for hire to the Contractor	Annexure-VII
8.	Schedule of rates for work items for interim payment	Annexure-VIII
9.	Schedule of Minimum Wages	Annexure-IX
10.	Schedule for assessment of cost due to variation in prices	Annexure-X
11.	Contractor's Labour Regulations	Annexure-XI
12.	Model Rules for Labour Welfare	Annexure-XII
13.	Safety Code	Annexure-XIII
14.	Particular specifications	Annexure-XIV
15.	List of clauses requiring action before issue of Tender documents	Annexure-XV
16.	Special conditions (to be added before award of work)	Annexure-XVI
17.	Index Plan/Site Plan	Annexure-XIV

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- 18. Cross section of river at bridge site with bore details
- 19. Quarry Charts
- 20. Project Drawings
- 21. Other enclosures, if any

Drg. No.... to
 Drg. No.... .to
 Drg. No... to
 Drg. No... to

Annexure-I

**QUOTATION LETTER
 (See Clause 6.1)**

I/We (name of the tenderer) undertake
 (s) to construct the work:-

.....

.....

.....

.....

.....

.....

..... At various sites of the Project as depicted on the location map on

at a cost of

Rs. _____ (Rupees _____ only (in Indian currency) subject
 to the stipulations made in the accompanying tender documents.

Stamped signature of the tenderer
 Or his authorized representative.

- In words:
 Notes for tenderness:
- i) The amount to be given in the above letter should be rounded off to the nearest rupee.
 - ii) Special care should be taken to give the amount in such a way that Manipulation is not possible

Annexure-II

Form of letter of acceptance of tender
(See Clause 11 .1)

From:

The Executive Engineer,
I&PH Division No. II Kullu at Bhuntar (H.P.)

To

(Insert the name and address of the contractor)

No.....dated.....

Name of work: -
.....
.....
.....
.....
.....

Dear Sir (s),

Your tender for the above mentioned work (as modified by you vide special conditions agreed to by you during post tender clarifications and enclosed vide Annexure XVI to form a part of the contract) has been accepted by me on behalf of the Governor of the State of Himachal Pradesh for the sum of

Rs..... (Rupees.....only.

2. You are requested to furnish the performance bond, prescribed by the Deptt. for a sum of Rs..... (Rupees..... .Only) within 15 days of the date of issue of this letter.

3. You are also requested to commence the work at once. Please note that the time allowed for carrying out the work as entered in the tender shall be reckoned from the fifteenth day of this order to commence the work.

Your's faithfully,

Signature-----

(Designation of Accepting authority)

Annexure- III
PERFORMANCE BOND

(See Clause 11.3)

Whereas the Governor of the state of Himachal Pradesh called the Department,
has awarded the contract for the work:-
.....
.....
.....
.....
.....
.....

To here in after called the Contract.

2. And whereas the contract is bound by the said contractor to submit to the Department a performance Bond for a total amount of.....

3. Now we underwriters responsible Bank/Insurance and representatives of the Bank/Insurance

Company.....In.....

..... here in after called the Bank/insurance Company and fully authorized to sign and to main obligations in the name of the bank/ Insurance Company here by declare that this bank/ insurance company will I guarantee the Deptt. the amount of.

4. The Bank/Insurance Company shall pay to the Deptt. any amount up to and inclusive of the aforementioned full amount upon written order from the Engineer- In -Charge for any liability or damage resulting from the defects or shortcomings of the contractor or the debts he may have incurred to any parties involved in the works under the contract mentioned above, whether these are actual or estimated or expected. The Bank/Insurance Company shall pay to the Deptt. The above amount immediately without delay and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank/Insurance Company to the defects or shortcoming .or debts of the contractors.

5. It shall not be necessary for the Deptt to proceed against the contractor before Bank/Insurance proceeding against the Company and the Guarantee herein contained shall be enforceable against the Bank Insurance Company, notwithstanding any security which the Deptt. May have obtained or obtain from the contractor, at the time when proceedings are taken against the Bank/Insurance Co., hereunder be outstanding or unrealized.

6. This Guarantee is valid for a period of..... () Calendar months after the date of signing. (The initial period in which this guarantee is still valid shall be at least 6 months longer than the time of completion stated in the contract).

7. until the Deptt. has issued to the Bank/Insurance Co., to the effect that this Guarantee can be released, the Bank/Insurance Co., undertakes, notwithstanding the validity period as stated under 5 above, to extend the validity under the same conditions for successive periods of six (6) calendar months at a time and to forward the appropriate extension sheets to the deptt.

8. As a declaration of good faith for the Guarantee the legal representatives of the Bank/Insurance Company hereby sign and seal this Bond on the..... day of.....

Cont.

Executive Engineer

.....
(Guarantor)
.....
.....
(Witness)

.....
(Witness)
.....
(Guarantor)

Annexure-IV
SCHEDULE OF WORKS

(See Clause 28)

S.No	Description of various items of work covered by the contract	Remarks, if any
1	2	3
	Attached separately.	

Annexure- V
SCHEDULE OF ITEMS FOR WHICH RATES ARE TO BE QUOTED BY THE
CONTRACTOR ALONG WITH THE TENDER
(SEE CLAUSE- 31)

SR.	Item of work	Tendered. rate in figure	Tendered rate in words	Unit	Remarks if any
1	2	3	4	5	6

Attached separately.

Signature of the.....

Signature of Accepting

Contractor.....

Authority.....

Date.....

Date.....

Note: - The blanks in this annexure shall be filled by the Deptt. Before issue of the tender documents.

Annexure- VI

Materials for issue to the contractor

(SEE CLAUSE- 35.1):

NO MATERIAL SHALL BE ISSUED TO THE CONTRACTOR BY THE DEPARTMENT.

Sr.No.	Particulars	Rate at materials which will be issued	(Units)	Quality Deptt. is prepared issue	Place of issue	Specials condition if any	Quality required by the contractor)
1	2	3	4	5	6	7	8
To be filled by Departmental)				(To be filled by contractor)			
1	Cement	5260	Tone		Divisional Store Shamshi		
2	Steel	46000	Tone		do		
3							
4							
5							

Signature of
Contractor-----

Date----- issuing Officer
Cont.

Date-----
Executive Engineer

-Date-----

Contractor-----

Date-----

Note: - The tenderer shall indicate in column 11, the number required by him, subject to the maximum indicated in column 3.

ANNEXURE-VIII

SCHEDULE OF RATES FOR WORKS ITEM FOR ITREME PAYMENY (SEE CLAUSE- 57.5)

Sr. No	Item of Work	Rate per unit (as percentage of total cost tendered)	Unit
1	2	3	4

I. Completed Foundation (Split up for different heights component to be given where necessary).

(i). For each pier foundation 1No

(ii). For each abutment foundation. 1 No

II. Completed substructure including Caps, dirt walls etc. (i). For each pier
1 NO

(ii). For each abutment 1 No

III. Completed wing walls>Returns, if any. At each end

IV. Completed superstructures units (excluding wearing coat). Each Unit of/in

Karbs and Parapet.

V. Completed Karbs and Parapets. Length of Bridge

VI. Completed wearing coat. M. of Bridge

.....
Signature of Contractor.

Date

Cont.

Executive Engineer

ANNEXURE IX

SCHEDULE OF MINIMUM WAGES

(SEE CLAUSE - 60.3)

Sr. No Designation

Revised Per Day Rate Effective From 1.5.2015

Sr.No	Category of Labour	Wages per Day	Remarks
1	2	3	4
1	Beldars (Mazboor/Casual Laboures	Rs. 210.00	
2	Mate	Rs. 210.00	
3	Cook	Rs. 210.00	
4	Mali	Rs. 210.00	
5	T.Mate	Rs. 210.00	
6	Electrical	Rs. 210.00	
7	Chowkidar	Rs. 210.00	
8	Helper	Rs. 210.00	
9	Sweeper	Rs. 210.00	
10	Cleaner	Rs. 210.00	
11	Sewerman	Rs. 210.00	
12	Khalasi	Rs. 210.00	
13	Electrical Beldar	Rs. 210.00	
14	Bhisti	Rs. 210.00	
15	Stone Attendent	Rs. 210.00	
16	Laboratory Attendent (Under Matric)	Rs. 210.00	
17	Pump Attendent	Rs. 210.00	
18	Boat Man	Rs. 210.00	
19	Process Server	Rs. 210.00	
20	White Washer	Rs. 210.00	
21	Syce	Rs. 210.00	
22	Peon	Rs. 210.00	
23	Frash	Rs. 210.00	
24	Chainman	Rs. 210.00	
25	Un-skilled Laboures	Rs. 210.00	
26	Quarry man	Rs. 210.00	
27	Jumper Man	Rs. 210.00	
28	Driller	Rs. 210.00	
29	Spray man	Rs. 210.00	
30	Assistant Saw Mill Operator	Rs. 210.00	
31	Feller (Garani)	Rs. 210.00	

Cont.

Executive Engineer

32	Logger	Rs. 210.00	
33	Dresser (Pachani)	Rs. 210.00	
34	Climber Looper	Rs. 210.00	
35	Zoo Animal Attendant	Rs. 210.00	
36	Fire Watcher	Rs. 210.00	
37	Grinder for Chips Flooring	Rs. 210.00	
38	Celliperman	Rs. 210.00	
39	Misc Labourer	Rs. 210.00	
40	Charcoal Burning Labour	Rs. 210.00	
41	Pipe Lineman	Rs. 210.00	
42	Survey Khalasi	Rs. 210.00	
43	Bill distributor	Rs. 210.00	
44	Ferro Khalasi	Rs. 210.00	
45	Water guard	Rs. 210.00	
46	stone Dresser	Rs. 210.00	
47	Keyman	Rs. 210.00	
48	Assistant Fitter	Rs. 210.00	
49	Valueman	Rs. 210.00	
50	Library Attendent (Class-IV)	Rs. 210.00	
51	Lusker	Rs. 210.00	
52	Gauge Reader	Rs. 210.00	
53	Dhobi	Rs. 210.00	
54	Dai	Rs. 210.00	
55	Upholster	Rs. 222.00	
56	Carpenter (Gr-IV)	Rs. 222.00	
57	Fireman	Rs. 222.00	
58	Pump Operator Cum Helper	Rs. 222.00	
59	Plumber IInd Class	Rs. 222.00	
60	Filed Assistant cum Operator	Rs. 222.00	
61	Painter 2nd Class	Rs. 225.00	
62	White Washer	Rs. 225.00	
63	Bar Binder	Rs. 225.00	
64	Sawyer (Charani)	Rs. 225.00	
65	Muleteer	Rs. 225.00	
66	Caneman	Rs. 237.00	
67	Security Guard	Rs. 240.00	
68	Telephone Attendant	Rs. 252.00	
69	Electrical Mistry	Rs. 252.00	
70	Refrigerator Mechanic	Rs. 252.00	
71	Fitter Grade _II	Rs. 252.00	
72	Fitter Grade -I	Rs. 252.00	
73	Turner	Rs. 252.00	
74	Fitter Structural	Rs. 252.00	
75	Black Smith	Rs. 252.00	
76	Welder	Rs. 252.00	
77	Machanic	Rs. 252.00	
78	Electrical Chargeman	Rs. 252.00	
79	Pump Operator	Rs. 252.00	
80	Sand Plant Operator	Rs. 252.00	
81	Operator	Rs. 252.00	
82	Driver Oxygen Plant	Rs. 252.00	
83	Hot Mix Plant Operator	Rs. 252.00	
84	Plumber Gr.II	Rs. 252.00	
85	Plumber Gr-I	Rs. 252.00	
86	Mason Gr-II	Rs. 252.00	
87	Mason Gr-I	Rs. 252.00	
88	Painter Gr-I	Rs. 252.00	

Cont.

Executive Engineer

89	Blast man Gr-II	Rs. 252.00	
90	Floor Finisher	Rs. 252.00	
91	Pipe Fitter Gr-II	Rs. 252.00	
92	Mortar mate Gr-I	Rs. 252.00	
93	Earth Work Mistry	Rs. 252.00	
94	Work Inspector	Rs. 252.00	
95	Ferry Inspector	Rs. 252.00	
96	Stone Munshi	Rs. 252.00	
97	Forest Guard	Rs. 252.00	
98	Receptionist	Rs. 252.00	
99	Lab Assistant	Rs. 252.00	
100	Electrician -II	Rs. 252.00	
101	Electrician Auto	Rs. 252.00	
102	Air Compressor Operator	Rs. 252.00	
103	Operator	Rs. 252.00	
104	Carpenter Gr-III	Rs. 252.00	
105	Complaint Clerk	Rs. 252.00	
106	Assistant Operator	Rs. 252.00	
107	General Operator	Rs. 252.00	
108	Telephone Operator	Rs. 252.00	
109	Road Inspector	Rs. 252.00	
110	Work Supervisor	Rs. 252.00	
111	Stone Clerk	Rs. 252.00	
112	Stone Keeper	Rs. 252.00	
113	Water Works Clerk	Rs. 252.00	
114	Patwari	Rs. 252.00	
115	Cinema Projector Operator	Rs. 252.00	
116	Computer	Rs. 252.00	
117	Plumber	Rs. 252.00	
118	Data Entry Operator	Rs. 252.00	
119	Electrical Mistry	Rs. 252.00	
120	Tailor	Rs. 252.00	
121	Clerk	Rs. 252.00	
122	Saw Mill Operator	Rs. 252.00	
123	Work Mistry	Rs. 252.00	
124	Wireman	Rs. 252.00	
125	Assistant Pump Operator	Rs. 252.00	
126	Price Stone Ledger Clerk	Rs. 252.00	
127	Bill Clerk	Rs. 252.00	
128	Meter Reader	Rs. 252.00	
129	Assistant Stone Keeper	Rs. 252.00	
130	Lab Technician	Rs. 252.00	
131	Instrument Mechanic	Rs. 252.00	
132	Fitter Mechanic	Rs. 252.00	
133	Loader Operator	Rs. 252.00	
134	Charge man	Rs. 252.00	
135	Gatekeeper	Rs. 252.00	
136	Steno Typist	Rs. 252.00	
137	Library Assistant	Rs. 252.00	
138	Book Binder	Rs. 252.00	
139	Tabla master	Rs. 252.00	
140	Dark Room Assistant	Rs. 252.00	
141	Library Attendant (Class-III)	Rs. 252.00	
142	canal Inspector	Rs. 252.00	
143	Irrigation Booking	Rs. 252.00	
144	Clerk	Rs. 252.00	
145	Complaint Attendant	Rs. 252.00	

Cont.

Executive Engineer

146	Ferro Printer	Rs. 252.00	
147	Proof Reader	Rs. 252.00	
148	Photographer	Rs. 252.00	
149	Ledger Booking Clerk	Rs. 252.00	
150	Laboratory Attendants (Matriculate)	Rs. 252.00	
151	Driver, (Tractor/ Jeep/ Car/ Truck/ Bulldozer/ Road Operator), Driver Shawl, Stone Chester,	Rs. 265.00	
152	Carpenter 2 nd Class, (Forest Department) Masson 2 nd Class (Forest Department), Painter 1 st Class	Rs. 265.00	
153	(Forest Department) Distemperer Forest Department) Lineman.	Rs. 265.00	
154	Junior Draughtsman (Tracer), Junior Scale Steno, Agriculture Extension Officer, Sip Modeling	Rs. 331.00	
155	Instructor, Surveyor, Electrician Gr.I, Driller, Assistant Driller, Pipe Fitter Gr.I. Masson Gr.V, Diesel	Rs. 331.00	
156	Auto Mechanic, Black Smith Gr.IV, Carpenter Gr.II,	Rs. 331.00	
157	Junior Tailoring Mistri, Masson 1 st Class (Forest Deptt.) Carpenter Gr.I, Assistant Chemist, Foreman,	Rs. 331.00	
158	Assistant Foreman, Carpenter (1 st Class) (Forest Deptt.).	Rs. 331.00	
159	Investigator, Auction Recorder, Computer Operator.	Rs. 359.00	
160	Instructors,	Rs. 390.00	
161	Junior Engineer, Draughtsman, Draughtsman (Arch. Wing), Coach.	Rs. 420.00	
162	Hydrogeologist	Rs. 480.00	

Annexure –X

Schedule of component percentages for assessment of costs due to variation in prices (See clause 60)

Sr. No	Particulars of Components	Percentages in terms of the cost of work (to be filled by the contractor)
1	2	3

- 1. Materials
- 2. Labour
- 3. P.O.L.
 - i) Petrol/Diesel
 - ii) Oils
 - iii) Lubricants.

.....

Signature of Contractor

Date.....

Note: - The percentage indicated against materials shall exclude the effect of the materials to be supplied by the department, as referred to in clause 60.1.

Annexure –XI

CONTRACTORS LABOUR REGULATIONS (See Clause- 70)

1. **Definitions:-** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them: a) "Labour" means worker employed to a contractor directly or indirectly through a sub-contractor, or by an agent on his behalf on payment as per minimum wages fixed by the government from time to time.

b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether time or piece work, after taking in to consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the minimum wages Act; c) "Contractor" for the purpose of these Regulations shall include as agent or sub-contractor employing labour on the work taken on contract; d) "Inspecting Officer" means any labour inspector/Inspector Officer/Deputy Labour Commissioner of the /Labour Department of Himachal Pradesh Government.

e) "Form" means a form appended to these regulations.

2. Notice of commencement: - The contractor shall, within 7 days of commencement of the work, furnish in writing to the inspecting officer of the area concerned the following information:

a) Name and situation of the works.

b) Contractors name and address,

c) Particulars of the department of which the work is undertaken.

d) Name and address of sub contractors as and when they are appointed,

e) Commencement and probable duration of the work,

f) Number of workers employed and likely to be employed.

g) "Fair wage, for different categories of workers.

3. (i) Number of hours of work which shall constitute a normal working day. The number of hour which shall constitute a normal working day for and shall be 8 hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than 48 hours any day or for more than 48 hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

Note: - the expression 'ordinary rate of wages; means the fair wage the worker is entitled to.

ii) **Weekly day of rest:** - Every worker shall be given a weekly day of rest which shall be fixed and notified at least 10 days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest days on one of the five days immediately before or after the rest, provided that no substitute shall be made which will result in the working for more than ten days consecutively without a rest for a whole day. Where in accordance with the foregoing provisions a worker works on the rest day and has been given substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

4. Display of notice regarding wages weekly day or rest, etc. :- The Contractor shall before the 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 works, notices in English and in the local Indian language, spoken by majority of workers giving the rate of fair wages the hours of work for which such wages are payable, the weekly rest days worker are entitled to and name and address of the Inspecting officer. The contractor shall send a copy each of such notices to the Inspecting Officer.

5. Fixation of wages periods- The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally week.

6. Payment of wages-(i) Wages due to every worker shall be paid, to him direct. All wages shall be paid in current coins or currency or in both;

ii) Wages of every worker employed on the contract shall be paid, where the wage period is the week within 3 days from the end of the wage period and in any other case before the expiry of the 7th or 10th day from the end of the wage period according as the number of workers does not exceed 1000 or exceeds 1000.

vii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

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

Note:- The term" working day" means a day which they work on which labour in employed is in progress.

7. **Register of workmen** - A register of workmen shall be maintained in Form I and kept at the work site or as near to it as possible and the relevant particulars of every workmen shall be entered therein within 3 days of his employment.

8. **Employment Card:** - The contractor shall issue an employment card in Form II to each worker on the day of worker entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that employment card with relevant entries, On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.

9. **Register of wages etc.:** (i) A register of wages cum- muster roll in form III shall be maintained and kept at the work site or as near to it as possible.

(ii) A wage slip in form IV shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.

10. **Fines and deductions which may be made from wages -I)** 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 of the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default,

d) Deductions for recovery of advances or for adjustment of overpayment of wages. Advance granted shall be entered in a register, and

e) any other deduction which the Department may from time to time allow.

i) No fines shall be imposed on any worker save in respect of such acts and omissions on his part and have been approved by the chief Labour Commissioner.

ii) No. fine shall be imposed on a worker and no deduction for damage, or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions in writing.

iii) The total amount of fines which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

iv) No fines imposed on a worker shall be recovered from him in instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

v) The contractor shall maintain both in English and the local Indian language a list, approved by the labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.

11. **Preservation of Registers:** - The register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these regulations shall be preserved for 3 years after the date on which the last entry is made therein.

12. **Enforcement:**

i) The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing works dues and the amount of penalty to be imposed on the contractor for breach of these regulations, that have to be recovered from the contractor, indicating details of recoveries proposed and the reasons therefore. It shall be obligatory on the Engineer-in-Charge on receipt of such a report to deduct such amounts from payment due to the contractor.

ii) The penalty for every default and breach of these regulations shall, however be a sum not exceeding Rs. 50.00 In the event of the contractors default continuing in this respect, the penalty may be enhanced to Rs. 50.00 per day for each of default, subject to a maximum of one percent of the estimated cost of the works put to tender.

13. **Disposal of amounts recovered from the Contractor:** - The Engineer-in

Charge shall arrange payment to workers concerned within 45 days from receipt of a report from the inspecting officer except case where the contractor had made an appeal under regulation 15 of these regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise within 30 days from the date of receipt of the decision of the Labour Commissioner, Himachal Pradesh Govt.

14. **Welfare Fund:** - All moneys that are recovered by the Engineer-in charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as where about of workers not being known, death of a worker, etc. and also amounts recovered as penalty, shall be credited to a fund to be kept under the custody of the Labour Commissioner for such benefit and welfare of workmen employed by constructors as are prescribed by the labour commissioner.

15. **Appeal against decision of Inspecting Officer:** - Any persons aggrieved by a decision of the Inspecting Officer may appeal against such decision of the Labour Commissioner concerned within 30 days from the date of

the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Lab our commissioner shall be final and binding up to the contractor and the Workman.

16. **Representation of parties:** - i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of a registered trade union of which he is a member or by any officer or a Federation of Trade Union to which the said Trade union is affiliated or where the workman is not a member of any registered trade union, by an office of a registered trade union connected with, or by any other workman employed in the industry in Which the workman is employed. ii) A contractor shall be entitled to be represented in an investigation or enquiry under these regulations by the officer of an association of contractors of which he is a member or by an officer of a Federation of association of contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with or by any other employer engaged in the industry in which the contractor is engaged. iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations,

17. **Inspection of Books and other Documents:-** The contractor shall allow inspection of the registers and other documents prescribed under these regulations by inspecting officers and the Engineer-in-Charge of his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

18. **Amendments** - Deptt. May, from time to time, add to or amend the regulations and issue such directions as it may consider necessary for the proper implementation of these regulations or for the purpose of removing any difficulty, which may arise in the administration thereof.

FORM 1

REGISTER OF WORKMEN

(Regulation 7)

- I) Name and address of the Contractor.....
- ii) Number and date of contractor.....
- iii) Name and address of the department awarding the contract
- iv) Nature of contract and location work.....
- v) Duration of the contract.....

Sr. No	Name and surname of the worker	Age and sex	Father's /Husband's name	Nature of employment/ designation
1	2	3	4	5

Permanent Home Address of employee (village.District, Thana)	Present Address	Date of commencement of employment
6	7	8

Date of Termination of leaving of employee	Signature of Thumb impression of the employee	Remarks.
9	10	11

Cont.

Executive Engineer

FORM II

EMPLOYEMENT CARD

(Regulation 8)

- i). Name and sex of the worker.....
- ii). Father's /Husband's name ~.....
- iii). Address.....
- iv). Age or Date of birth.....
- v). Identification Marks.....

Particulars of next of kin (wife/husband and children, if any, or dependent next of kin in case the worker as wife/husband or child.)

Name
.....

Full address of
Dependent.....

Specify village, Distt. And State

Sr. No.	Name and address of employer Total period for (specify whether contractor or a Sub Contractor)	Particulars of Location of work site and description of work done.	Total period for which the worker employed(from ____ to ____)
1	2	3	4

Actual leave taken days worked.	No. of days should be specified.	Nature of work done by the worker	Wages period
5	6	7	8

s

Wage rate (with particulars of unit in case of piece work. .	Total wage earned by the worker during the period shown under col.5	Remarks	Signature of the employer.
9	10	11	12

N.B. For a worker employed at one time on piece work bases and (at another on daily wages) relevant entries in respect of each type of employment should be made separately.)

Cont.

Executive Engineer

FORM –III

REGISTER OF WAGES CUM- MUSTER ROLL

(Regulation 9)

- i) Name and address contractor
- ii) Number and date contractor.....
- iii) Name and address of the department awarding the contract.....
- iv) Nature of contract work and location.....
- v) Duration of the contract.....
- vi) Wage period.....

Sr. No	Name and surname of the worker	Father's/Husband Name	Sex	Designation /Nature of worker
1	2	3	4	5

Daily attendance No of unit 1,2,3,4,5, 6,7,31	Total Attendance/unit	Fair Wages Payable	
		Basic	D.A. and other allowances
6	7	8	9

Wages Paid		Date	Over Time Work	
Basic	DA and other allowances		No of hours	Over time Wages earned
10	11	12	13	14

Deduction from wages				
Total Wages Paid	Fine	Deduction for damage or loss	House rent	Recovery of advance
15	16	17	18	19

Other Deduction	Net Wages payable	Date of Payment	Signature or thumb impression of the worker	Remarks
20	21	22	23	24

FORM –IV

Wage Slip

(Regulation 9)

I. Name of the contractor.....

II. Place.....

1) Name of worker with father's Name /husband name nature of employment

2) Wage period

3) Rate of wags payable.

4) Total attendance/units of work done

5) Date on which overtime worked

6) Overtime wages

7) Gross wages payable.

8) Total deductions) including nature of deduction.)

9) Net wages payable.

10) Contractor's Signature/ Thumb Impression.

**Contractor's Signature/
Thumb Impression**

**Employees Signature/
Thumb Impression**

Annexure – XII

MODEL RULES FOR LABOUR WELFARE

(See Clause-71)

1. **Definitions:** - (a) "Workplace" means a place at which, on an average twenty or more workers are employed.
- b) "Large workplace": means a place at which on an average 500, or more works are employed.
2. **First Aid:-** At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours. At large workplaces, where hospital facilities are not available within easy distance of the works, First Aid posts shall be established and be run by a trained compo under. Where large workplace is remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees. Where large workplaces are situated, in cities, towns or in their suburbs hospitals an indoor ward shall be provided with one bed for every 250 employees. Where large workplaces are situated in cities towns or in their suburbs and no beds do considered necessary own to proximity of city or town hospitals, suitable transport shall be provided to facilities removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured persons or persons suddenly taken seriously ill, to the nearest hospital. At large workplaces there shall be provided and maintained on ambulances from the prescribed size containing the prescribed equipment and if the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory rules of the state Govt. of the area where the work is carried on may be taken as the prescribed standard.
3. **Accommodation for labours:-** The contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expenses and to standards and scales as approved by the Engineer-in Charge.
- 4 **Drinking Water:-** In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking. Where drinking water is obtained from an intermittent public water supply each workplace shall be the storage where drinking water shall be stored every water supply storage shall be at a distance of not less than 15 meters from any latrine drain or over source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine drain or any other source of pollution, the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in & be provided with a trap door which shall be dust and water proof. 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 once a month
5. **Washing and bathing Places"** Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept in a clean and drained condition.
6. **Scale of accommodation in latrines and Urinals:** - These shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation separately for each this shall not be less than at the following scales. No of seats
 - a) Where number of persons does not exceed 50 2
 - b) Where number of persons exceeds 50 but does not exceed 100
 - c) For additional persons 3 per 100 orPart thereof. In particular cases, the Engineer-in-charge shall have the power to vary the scale, where necessary.
7. **latrines and Urinals:-** Except in workplaces provided with water flushed latrines connection with a waterborne sewerage system, all latrines shall be provided with receptacles or dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year. If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters" for women only" shall be provided on the scale laid down in rule 6. Those for men should be similarly marked "for Men only". A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be an adequate supply of water close to latrines and urinals.

8. **Construction of Latrines-** Inside walls shall be constricted of masonry or other non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for Inspection latrines shall have at least thatched roof.

9. **Disposal of Excreta-**Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 15 cm layer of waste of refuse and then covering it with a layer of earth for a fortnight when it will run into manure). The contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in Charge to effect proper disposal if soil and other conservancy work in respect of contractor's work place or employees on the site. The contractor shall be responsible for payment of any charge which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. **Provision of the shelters during rest-** At every workplace there shall be provided, free of cost for suitable sheds, two for meals and two others for rest, separately for use of men and women

11. **Labour height of such shelter** shall not be less than 3 meters from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sq. meters per head. Crèches-At a place at which 20 or more women workers are ordinarily

employed, there shall be provided at least one hut for use, of children under the age of 6 years of such women. hut, shall not be constructed of standard lower than that of thatched roof, mud floor and walls with wooden plank, spreads over mud floor an covered with matting. Huts shall be provided with suitable and sufficient opening, form light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two 'dais' in attendance. Sanitary utensils shall be provided to the satisfaction of local medical health and municipal or cantonment authorities, use of huts shall be restricted to children their attendants and mothers of children. Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dai to look after children of women or women workers. Size of crèches shall vary according to the number of women workers employed.

Crèches shall be properly maintained and necessary equipment like toys, etc, provided.

12. **Canteen** - A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

13. **Planning, sitting and erection** of the above mentioned structures shall be approved by the Engineer-in-Charge and the whole of such temporary accommodation shall all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in Charge and at the contractor's expenses. The contractor shall conform generally to sanitary requirements local medical, health and municipal or cantonment authorities and all times adopt precaution as may be necessary prevent soil pollution of the site. On completion of the works the whole of such temporary structures shall be cleared away, all rubbish, burnt, exacta or the disposal pits or trenches filled in and effectively sealed off the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.

14. **Anti-Malaria precautions-** The Contractor shall, at his own expense, conform to all anti. Malaria instructions given to him by the Engineer-in charge, including the filling up of any borrow pits which may have been dug by him.

15. **Enforcement**

i) The inspecting officer mentioned in Annexure XI or another officer nominated in his behalf by the Engineering-charge shall report to the Engineer-in- charge all cases of failure to comply with the provisions of these Rules either wholly or in part, specifying the penalties to be levied for such breach of these provisions.

ii) The sum to be levied as penalty shall, however, is fixed in accordance with provisions of clause 12 of Annexure XI. Interpretations, etc- On any question as to the application, interpretations or effect of these Rules the decision of the Chief Labour Commissioner or Chief Deputy Labour Commissioner shall be final and binding.

17. **Amendments-** Department may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administrative thereof.

Annexure - XIII
SAFETY CODE

See clause 72

1. Suitable scaffold shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
2. Scaffolding or staging more than 3.25 meters above the ground or floors, swung 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 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials, Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate with and be suitable fenced, as described in 2 above.
4. Every opening in floor or q building or in a working platform shall be provided with suitable means to prevent fall or persons or materials by providing suitable fencing or railing with a minimum height of 1 Meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3mtrs. In length. For longer ladders this width shall be increased at least 6mm for each additional 30 cm of length .Uniform step spacing shall not exceed 30cm. adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stocked 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 public from accidents and shall be bound to bear expenses of defence of every suit, action, or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be a awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be pain to compromise any claim by any such person.
6. **Excavation and trenching** -All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or faction ;thereof ladder shall be extended form bottom of trench to at least I meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides collapsing. Excavated materials shall not be placed within 1.5 meters of edge of trench or half of depth or trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances hall undermining or undercutting be done.
7. **Demolition:-**Before any demolition work is commenced and also during the process of the work:
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps hall be taken to prevent danger to persons employed from risk or fire or explosion, or flooding No floors, roof, or other part of a building shall be so overloaded with debris or materials as to render to unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphalted materials, cement and the mortars/concrete shall be provided with protective goggles.
 - b) Those engaged in handling any materials which is injurious to yes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.

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- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
 - i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - ii) Suitable face masks shall be supplied for use by 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 contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

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

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

(a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patents defects and shall be kept in good repair and in good working order.

ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from potent defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 4 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operators.

c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be clearly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be

clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

d) In case of a departmental machine, safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines the contractor shall notify safe working load of each machine to the Engineer-in-charge whenever he brings it to site work and get it verified by the Engineer-in-charge.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load, adequate precaution shall be taken to reduce to the minimum risk any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations already energized insulating material wearing apparel such as gloves, sleeves and coats, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors or electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent placemat the work spot. Persons responsible of ensuring compliance with the safety code shall be named therein by the contractor.

14. (i) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangement made by the contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting Officer as defined in Annexure XI.

ii) Failure to comply with the provisions hereunder shall make the contractor liable to pay to the Department as penalty an amount not exceeding Rs.50.00 for each default and decision of the Engineer -in- charge shall be final and binding.

15. Notwithstanding the above conditions 1 to 14 the contractor is not exempted from the operation of any other Act or Rules in force.

Annexure – XIV

PARTICULAR SPECIFICATIONS

1) CRITERIA FOR DETERMINING THE PASSIVE RESITANCE OF THE SOIL BELOW THE MAXIMUM DESIGNED SCOUR DEPTH.

The draft of the relevant I.R.C. Sub-Committee as current on the date of 'Notice of Tender' shall be applicable.

2) SPECIFICATIONS FOR BEARING TO BE ADOPTED FOR DEFFERENT SPAN LENGTHS OF DEFFERENT STRUCTURE.

Sr. No	Span Length and type of structure	Type of bearing to be provided
1	2	3

ANNEXURE-XV

**LIST OF CLAUSES REQUIRING FILLING OF BLANKS OR ANY OTHER
ACIOIN BY THE DEPARTMENT BEFORE ISSUE OF TENDER DOCUMENTS**

Chapter No	Clause Number and other items	Pages	Chapter No	Clause No and other Items	Pages
Chapter I	1 2 3 5	1	Chapter No VII		32
	6.3	1			
	6.5, 7.1	1			
	8.2	2	Annexure		
	8.7, 9.1	2			
	10.1, 10.5	3		IV	
Chapter No-II	12.4	4		V (Particulars)	36
Chapter-III	7.1,17.4	5		Vides Col 2 for	
	20	5		Items 2,3,&4	
	49	11			
	56.3	13		VI	38
	64.1	16		VII	39
	67.3	17		IX	41
	75.3	21		XIV	55
				(Detailed specialization to be indicated for items 1 & 3)	
Chapter IV	Name of Works/Amount etc	22-24			
Chapter V	76,77,78	25			
	79,80	25			
Chapter VI	83.1, 83.2,	26			
	84.1, 84.3,	26			
	84.4, 84.5,				
	84.6	26			

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	84.7, 85.1, 85.2				
	85.3, 85.4	27			
	88.2 (2)				
86.3 (1)	31				
	88	31			

ANNEXURE XVI

**SPECIAL CONDITIONS OF CONTRACT
(Agreed to during post tender clarifications)**

Contractor

Executive Engineer