

**GOVERNMENT OF HIMACHAL PRADESH  
IRRIGATION AND PUBLIC HEALTH DEPARTMENT**

State Himachal Pradesh Division: I&PH Division Chamba  
Branch: IPH Sub-Division: Chamba

**ITEM RATE TENDER AND CONTRACTOR FOR THE GUIDANCE OF CONTRACTOR**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR**

1. All works proposed for execution by contractor will be notified in a form of invitation to tender posted in public places signed by the Divisional officer.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender and the percentage, at which the security deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications, designs and drawings and a schedule of quantities and of rates of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identifications by the Divisional Officer shall also be opened for inspection by the contractor at the office of the Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed by a person holding a power attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipt for payment made on account of work, when executed by a firm, must also be several partners, except where the contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating that at what rate, he is willing to undertake the work. Only one rate of percentage more or less all the estimate rates/schedule rates shall be named. Tenders which propose any alteration in the work specified in the said form if invitation to tender., or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit a separate tender for each. Tenderers shall have the name and number of the work to which they refer written outside the envelope.

4 -A. The rate(s) and or amount(s) must be quoted in decimal coinage.

5. The Divisional Officer or his duly authorize Assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule .I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenders shall thereupon be returned to the contractor making the same.

6. The offer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an Accountant or Clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procure a receipt signed by the Divisional Officer, or a duly authorised cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the HP.I and P.H Department and their issue rates shall be filled in and completed in the Divisional Officer before the tender form is issued. If a form is issue to an intending tenderer without having been so filled in and complete, he shall request the officer to have this done before he completes and delivers his tender.

9. If it is found that the tender is not submitted in proper manner or contains too much corrections or absurd rates or amounts it would be open for the Government to take suitable disciplinary action against the contractor.

**ITEM RATE TENDER FOR WORKS**

I/We hereby tender for the execution for the Governor of Himachal Pradesh of the work specified in the underwritten.... memorandum within the time specified in such memorandum at the rates specified therein...in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in the Rule I hereof and clause II of the conditions of contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so for as applicable.

- .....
- In figures as well as in words.

**General:- Name of work:- (SH: Providing Multi-Parameter Field Test Kit having 8 Nos. Parameters (PH: Total hardness, Nitrate, Residual Chlorine, Chloride, Iron, Turbidity, & Fluoride) Refill Packs for Multi-Parameter Field Test Kit having 8 Nos. Parameters (PH: Total hardness, Nitrate, Residual Chlorine, Chloride, Iron, Turbidity, & Fluoride)H2S Vials Bacteriological Examination Analysis for District Chamba).**

- (b) Estimated cost: - **Rs 4, 76,340.00**
- (c) Earnest money: - **Rs. 9,527.00**

Security deposit:- Amount of security Deposit will be worked out on the tendered amount and recovered as per formula printed below:-

- i) For works costing upto Rs. 2.00 lakh 10%
- (ii) For works costing between Rs. 2.00 lakh to 5.00 lakh +10%  
On the first p Rs. 2.00 lac and 7<sup>1/2</sup> % on balance amount
- (iii) For work costing between Rs. 5.00 lakh to 50.00 lakh +10%  
On the first on the first Rs 2.00 lacs / 7<sup>1/2</sup> % on the next Rs. 3.00 lac  
And 5% on balance subject to maximum of Rs. 1.00 lac
- (iv) For works costing above Rs. 50.00 lakh 10% on first 2.00 lac  
7.5 % on next 3.00 lac 5% on next 45.00 lac and 2.5 % on balance amount without any limit

The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money, if deposited in the shape of National Saving Certificate/Time deposit Account/Post Office Saving Bank Account obtained from any of the post offices in H.P at the time of tender, will be treated as part of security deposit. The security deposit will also be accepted in the shape of National Saving Certificate/Time deposit Account/Post Office Saving Bank Account obtained from any of the post office in H.P duly pledged in favour of Engineer-in-charge.

- (e) Time allowed for the work from the 15<sup>th</sup> day after the date of written order to commence **120 days** should this tender be accepted, in whole or in part, I/We hereby agree:-
  - (i) To abide by and fulfill all the terms and provisions of the conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and pay to the Governor of H.P or his successors in office, the sum of money mentioned in the said conditions. A sum of **Rs. 9,527.00/-** is hereby forwarded in the shape of National Saving Certificate Time Deposit Account/ Post Office Saving Bank Account as earnest money duly pledged in favour of Engineer-in-charge. If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Governor or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit mentioned against clause (d) of the above mentioned Memorandum;
  - (ii) To execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to a maximum of **30%** Percentage at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in clause 12-A of the tender form.

Dated the.....day of.....\*

Witness.....

Address.....

Occupation.....

The above tender for the sum of Rs. ....(Rupees.....) is hereby accepted by me.....on behalf of the Governor of H.P

(Designation of the Officer)

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

- Signature of contractor before submission of tender.

- Signature of witness to contractors

Signature.

### CONDITIONS OF CONTRACT

- 1) The contract' means the documents forming the tender and acceptance thereof and of the formal agreement executed between the Governor of H.P. and the contractor, together with the documents referred to therein including these conditions. The specifications, designs, drawings and instructions, issued from time to time by the Engineer-in-charge and all the documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2) In the contract the following expressions shall, unless the context otherwise requires, have meanings, hereby respectively assigned to them:-
  - (a) The expression 'works' or 'work' shall unless be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - (b) The 'site' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - (c) The 'contractor' shall mean the individual or firm or company, whether incorporated or not, under taking the works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or firms-or company.
  - (d) The 'Governor' means the Governor of H.P. and his successors.
  - (e) The 'Engineer-in-charge' means the Divisional Officer or the Sub-Divisional Officer as the case may be, who shall supervise and be in charge of the work and-who shall sign the contract on behalf of the Governor.
  - (f) 'Government' or 'Himachal Pradesh Government' shall mean the Governor of H.P.
  - (g) The term 'Chief Engineer' means a Engineer-in-Chief/Chief Engineer H.P./I.P.H. in the I.P.H. words imparting the singular number includes the plural number and vice versa.

CLAUSE 1:- The person/persons, who lenders may be accepted (hereinafter called 'the contractor') shall permit Government at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount:-

- (i) In the case of works costing upto Rs. 1,00,000/- 10% of the tendered amount of the work.
- (ii) In case of works costing more than Rs. Of 1,00,000/- and upto Rs. 2,00,000/-, 10% on the first Rs. 1,00,000/- and 7½% on the balance.
- (iii) In case of works costing more than Rs. 2,00,000/-, 10% on the first Rs. 1,00,000/-, 7½% on the next 1,00,000/- and 5% on the balance subject to a maximum of Rs. 1,00,000/- only unless he is/they are exempted from payment of security deposit in individual cases or has/have deposited the amount of security at the rate mentioned above in the shape of National Saving Certificate/Time Deposit Account/Post Office Swing Bank Account obtained from any of the Post Office in H.P. duly pledged in favour of Engineer-in-charge in excess of Rs. 2 lakh.

Such deductions to be held by Government by way of security deposit provided always that the Government for this purpose shall be entitled to recover TEN percent of the amount of each running bill till the balance of the amount of security deposit is released. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government or on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in the shape of National Saving Certificate/Time Deposit Account/Post Office Saving Bank Account. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in the shape of National Saving Certificate/Time Deposit Account/Post Office Saving Bank Account at the time of tender will be treated part of the security deposit.

Note 1:- Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government papers would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note 2:- Government securities will include all forms of securities mentioned in Rule No. 274 of the G.F. Rules-except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note 3:- In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part-or the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the

said fixed deposit receipt, the loss caused thereby shall fall on the contractor who shall forthwith on demand furnish additional security to the Government to make good the deficit.

CLAUSE 2:- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the fifteenth day after the date of which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amounts as the Superintending Engineer (whose decision in writing shall be final) may decide on the amount of the tendered amount of the whole work as shown in the tender, for every day that the work remain:- un commenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, three-eighth of the work before one- halftime elapsed, and three-fourth of the work, before three-fourth of such time has elapsed. However, for special jobs in a time schedule has been submitted by the contractor and the same has been accepted by Engineer-in-charge, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for every day that the due quantity of work remains incomplete; provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent, on the tendered amount of the work as shown in the tender.

CLAUSE 3:- The Engineer-in-charge may without prejudice to this right against the contractor in any respect of any delay on inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:-

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any in-efficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any acts mentioned in clause-21 hereof.

Whether the contractor has made himself liable for action under any of the causes aforesaid, the Engineer-in-charge on behalf of the Governor of H.P. shall have powers:

- (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the head of the Engineer-in-charge shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) To employ labour paid by the I & P.H. Department and to supply materials to carry out the works or any part of the work debiting the contractor, with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him of the amount of which excess (the certificate in writing of the Engineer-in-charge shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contractor on any other account whatsoever or from his security deposit or-the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above curses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered or entered into any engagements or made any advances on account or with a view of the execution of the work of the

performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 4:- In any case in which any of the powers conferred upon the Engineer-in-charge by clause 3 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any further case of default by the contractor and the liability of the contractor for compensation shall remain un-affected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-charge which shall be final) use as no hire (the amount of the hire money being also in the final determination of the Engineer-in-charge) all or any tools, plant, materials and in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rates to be certified by the Engineer-in-charge. Whole certificate thereof shall be final, otherwise the Engineer-in-charge by notice in writing may order the contractor or his clerk or the works foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 5:- If the contractor shall desire an extension of time for completion of the work on (he grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Divisional Officer within thirty days of the date of hindrance on account of which he desires such extension as aforesaid, and the Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time if any, as may, in his opinion, be necessary or proper.

CLAUSE 6:- Within ten days of the completion of the work the contractor shall give notice of such completion of the Engineer-in-charge and within ten/thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates shall be issued but no certificate of completion, provisional or otherwise, shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from premises on which the work shall be executed all scaffolding, surplus materials, rubbish and huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the work as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in, upon or about which work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid: and the contractor shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

CLAUSE 6.A-When the annual repairs and maintenance work is carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floors, doors, windows etc., shall be removed and the surface cleaned simultaneously with the completion of those item of work in the individual rooms, quarters or premises etc. Whether the work is done without waiting for the actual completion of all other items of work in the contract. In case the contractor fails to comply with requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of contractor, either departmentally or through another agency. Before taking such action, the Engineer-in-charge shall give two days notice in writing to the contractor.

CLAUSE 7:- No payments shall be made for work tendered cost Rupees five thousand or less till after the whole of the works shall have been completed certificate of completion given. But in the case of work tendered to cost more than rupees five thousand the contractor shall no submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or

be considered as an admission of the due performance of the contract, or any part thereof, in any respect of the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate or completion furnished by the Engineer-in-charge and payment shall be made within three months if the amount of the contract plus that of the additional item is up to Rs. 2 lacs and in 6 months if the same exceeds Rs. 2 lacs. Of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed item within thirty days from the disallowance thereof and if he fails to do this this claim shall be deemed to have been fully waived and absolutely extinguished. Whenever there is likely to be delay in recording detailed measurement for making a running payments in the case of residential buildings advance payments without detailed measurements for work done other than foundation and finishing item upto (a) lintal level (including sun shade etc.) and (b) slab level fortieth floor worked out at 75% of the tendered rates may be made in running account bills by the Engineer-in-charge, in his discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed upto level in question.

The advance payments so allowed shall be adjusted in the subsequent running bills by taking-detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

CLAUSE 8:- A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or calls to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list.

CLAUSE 8A:- Before taking any measurement of any work as has been referred to in clause 6,7,8 thereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or face to countersign or to record the difference within a weeks from the date of measurement in the manner required by the Engineer-in-charge than in any such event the measurement taken by the Engineer-in-charge or by the sub ordinate deputed by him as the case may be shall be final and winding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE 9:- The contractor shall submitted all bills on the printed forms to he had no application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at athe rate herein after provided for such work.

CLAUSE 9A:- Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnished to the Engineer-in-charge (1) an authorization in the form of actually valid documents such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall institute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

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

CLAUSE 10:- Stores supplied by the Government. - If the specifications or schedule of items provided for the use of any special materials to be supplied from Engineer-in-charge's stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials so supplied to the contractor shall remain the absolute property of the Government and shall not be removed on any account from the site of the work, and shall be at all time open to inspection by the Engineer-in-charge. Any such materials remaining unused and in perfectly good condition at the lime of the completion or determination of the contract shall be returned to the Engineer-in-charge at a place directed by him, if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for an wastage in or damages on to any such materials. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof of all or any such materials and stores; Provided further that the contractor shall be bound to

execute the entire work if the materials are supplied by the Government within the scheduled time for completion of the work plus 50 per cent thereof (scheduled time 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period.

For the completion of the rats of the work the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge whose decision in this regard shall be final.

CLAUSE 10A-The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied and also cost which may attend such removal and substitution are to be borne by the contractor.

CLAUSE 10B- The contractor on signing an indenture in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work upto 75 percent of the estimated value of any materials which are in the opinion of the Engineer-in-charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have brought on the site in connection therewith and are adequately stored or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

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

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices/wages, and the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

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

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

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

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

CLAUSE 10CC-If the prices of material (not being materials supplied or services tendered at fixed price by the Department in accordance with Clause -10 and 34 hereof) and wages of labour required for execution of work increase, the Contractor shall be compensated for increase as per provision detailed below and the amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under this provisions of clause 5 of the

contract without any action under clause -2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 6 months or less. Such compensation for escalation in the price of materials and labour, when due, shall be worked out based on the following provisions:-

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

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

$V_M$  - Variation in material cost i.e. increase or decrease in the amount in Rupees to be paid or recovered.

$W$  - Cost of work done, worked out as indicated in sub para (2) above.

$X$  - Component of material expressed as percentage of the total value of work.

$MI$  - All India wholesale price index for commodities for the period & under reckoning as published by the Economic Advisor to Govt. of India, Ministry of Industry and Commerce, for the period under consideration & that valid at the time of receipt of tenders respectively.

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

$V_F$  - Variation in cost of fuel, oil and lubricant increase or decrease in rupees to be paid or recovered.

$W$  - Value of work done, worked out as indicated in sub-para (2) above.

$Z$  - Component of POL expressed as a percentage of the total value of work as indicated under the special conditions of contract.

$FI$  - Average index a number of wholesale price for group (fuel powers light & lubricants) as published weekly by the Economic Advisor  $FI_p$  to Govt. of India Ministry of Industry for the period under reckoning and the valid at the time of receipt of tenders respectively.

3) The following principles shall be followed while working out indications mentioned in sub-para (4) above.

- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the three calendar months of the said quarter. The such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the period for payment might become less than three months, depending on the actual date of completion.
- (b) The index ( $MI/FI$  etc.) relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months if the period upto the date of completion after the quarter covered by the last such instalment of payment, if less than months, the index  $MI$  &  $FI$  shall be the average of the indices for the months falling within that period.
- (c) The base index,  $MI_0$   $FI_0$  etc. shall be the one relating to the month in which the tender was stipulated to be received.

(7) The compensation for escalation for the labour shall be worked out as per the formula given below:-

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

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

$W$  - Value of the work done, worked out as indicated in sub-para (2) above.

$Y$  - Component of labour, expressed as a percentage of the total value of the work.



LI<sub>0</sub> - Minimum daily wage in Rupees of an unskilled about male mazdoor as fixed under any law, statutory rules or order as applicable on the last date on which tenders for the work were to be received.

- (7) The following principles will be followed while working out the compensation as per sub para (6) above :-
- The minimum wage of an unskilled male mazdoor, mentioned in sub-para (o) above, shall be the higher of the following two figures namely those notified by Govt., of India Ministry of labour and those notified by the local administration, but relevant to the place of work and the period of reckoning.
  - The escalation for labour shall also be paid at the same quarterly intervals when escalation due to increase in cost of materials and/POL is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals the escalation compensation shall be payable for the work done in all quarters subsequent to the quarter in which revision of minimum wages takes place.
  - Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (8) In the event the price of materials and/or wages of labour required for the execution of work decrease, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in the regard formula herein before stated under the clause 10 (CC) shall mutual apply, provided that :-
- No such adjustment for the decrease in the prices of materials and/or wages of labour afore mentioned would be made, in case of contracts in which the stipulated period of completion of the work is six months or less.
  - The Engineer-in-charge shall otherwise be entitled to lay down the principles on which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-charge in this behalf be final and binding.
  - Irrespective of actual period of construction for works where stipulated period of construction is six (6) months or less sub clause 10 (C) only will be applicable and where stipulated period for construction is more than six (6) months, sub clause 10 (CC) only will be applicable.  
Provision always that the provision of the proceeding clause 19 (C) shall not be applicable for contractor where provisions of this clause are not applicable the provisions of 10 (C) will become applicable.

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

(A)	BUILDING WORKS	Materials. %age	Labour. %age.
1.	Load bearing masonry structures.	75.00	25.00
2.	RCC framed structures.	80.00	10.00
(B)	ROAD WORKS.		
1.	Earth work (average) classification.	35.00	65.00
2.	Retaining/Breast wall.	75.00	25.00
3.	Cross drainage/metalling/tairing.	80.00	20.00
4.	For composit : works involving earthwork. Retaining structures etc., the percentage of Material and labour components shall be worked Out on the basis of above percentage by taking Their weighted means.		
(C)	BRIDGE WORKS.		
1.	Bridge i/e its components.	85.00	15.00
2.	For composite bridge works with provision For approach roads, the percentage of materials and labour components shall be worked out from percentages indicated under (B) 1 to 4 above and (C) 1.		

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

**RETURN OF EMPTY CEMENT BAGS.**

CLAUSE 10-E - (i) The recovery rate of cement is inclusive of cost of jute of paper bags. The contractor shall have to return at least ninety percent of the cement jute bags in serviceable condition to the collecting agent. The payment for the cost of empty cement bags will be made to the contractor by the bag-collecting agent at the prevailing rates as fixed by the D.G.S & D. The contractor shall get the name of the bag collecting agents from the Engineer-in-charge in writing. The contractor must produce the certificate on the printed letterhead from the authorized bag collecting agents as proof for the number of bags returned by him. He must produce the certificate while claiming payment against each running bill. In case the number of a serviceable bag returned in less than 90% of the bags issued compensation at the rate of Rupees 125.58 (Rupees one hundred twenty five & paise fifty eight only) per 100 bags returned short of the minimum number shall be recovered from the contractor.

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

(iii) In case the empty cement jute bags are-required by H.P. & P.H. for bonafide use in the work the Executive Engineer-in-charge of the work shall gave powers to collect the bags himself and the contractor shall have to return the desire empty juttetd bags in serviceable condition to as for bag collection agents.

Clause 11. - The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with H.P. & P.H. specifications and the relevant IRC Code prevalent. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-charge.

Clause 12. - The Engineer-in-charge shall have power to make any alterations in, omissions from additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with and instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, addition, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion, over and above this a further period to the extend of 25 percent of the time so extended shall be allowed to the contractor. The rate for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order: -

- (1) If the rates for additional, alteration or substituted work are specified in the contract for the work, the contractor is bound to carry to the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (2) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- (3) If the altered, additional or substituted work includes any work for which no rates specified in the contract for the work and ca not be derived from the similar class of work in the contract, them such work shall be carried out at the rates entered in \*Himachal Pradesh Schedule of rate 1999of tender minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- (4) If the rates or the altered, additional or substituted work cannot be determined in the manner specified in clause (1) to (3) above, then the rates for such work shall be worked out on the basis of the schedule of rates of the District specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; provided always that if the rate for a particular part or parts of the item is not in the schedule of rates for such part of r parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- (5) If the rates for the altered, additional or substituted work cannot he determined in the manner specified in sub-clause (1) to (4) above, then the contractor shall within 7 day of the receipt of order to carry out the work inform the Engineer-in-charge of the rate which it his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer-in-charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of item falling under this clause.

- (6) Except in case of items relating to foundation, provisions contained in sub-clause (1) to (5) above shall not apply to contract or substitute item as individually exceed the percentage set out in the tendered document (refer to herein below as "Deviation Limit") subject to the following restrictions: -
- (a) The deviation limit referred to above is the net effect (algebraically sum) of all additions and deductions order.
  - (b) In the case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
  - (c) The deviation order on item of any individual trade included in the contract shall not exceed plus/minus 50 percent of the value of that trade in the contract as a whole or half the deviation of limit which ever is less.
  - (d) The value of addition of items of any individual trade not already include in the contract shall not exceed 10 % of the deviation limit.

Note: - Individual trade means the trade section into which a schedule of quantities annexed to the agreement has been divided or, in the absence of any such divisions, the individual sections of the Himachal Pradesh Public & I & P. H. Department schedule of Rates specified above such as, excavation and earthwork, concrete, wood work and joinery etc.

The rates of any such work except the items relating to the foundations which is in excess of the deviation limit shall be determined in accordance with the provision contained in clause 12-A.

#### Annexure-A

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

- (a) For building plinth level or 1.2 meter (4 feet) above ground level whichever is lower, excluding item for flooring and D.P.C. but including base concrete below the floors.
- (b) For abutments piers, retaining walls of culverts and bridges walls of water reservoirs, the bed or floor level.
- (c) For retaining wall where floor level is net determine 1.2 meters above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment or sub-base and soiling work.
- (e) For water supply lines, sewer lines, underground storm water drains and similar work, all items of work below ground level except items of pipe work proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.

Clause 12. - In the case of contract or substituted items which individually exceed the quantity stipulated in the contract by more than the deviation limit, except the items relating to foundation work which the contractor is required to so under clause 2 above, the contractor shall, within 7 days from the receipts of order, claim revision of the rates supported by proper analysis in respect 1 of such items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such item exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (ii) of clause 12, and the Engineer-in-charge may revised their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge shall, however, be at liberty to cancel as his order to carry out such increased quantities of work by giving notice in writing to the contractor arrange to carry it out in such manner as he may be considered advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviations items, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (ii) of the proceeding clause 12 and the Engineer-in-charge may revise such rates having regard to the prevailing market rates.

Clause 13. - If at any time after the commencement of the Government of H.P. shall for any reason what so ever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have not claim lo any payment of compensation what so ever on account of any profit; of advantage which he might have derived form the execution of the work to full, but which he did not derive in consequence of the full amount of the work not having been carried out, either shall he have any claim for compensation by reason of an alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailers of work as originally contemplated:

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

Clause14. - If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any material or an article provided by him for the execution of the work are unsound or of a quality inferior to contracted for otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, material or article complaint of not withstanding that the same may have been passed certified and paid forthwith rectify or remove and reconstruct the work so specify in whole or in part, as the case may require or as the case may be remove the material or article specified and provide other proper and suitable material or article at his own proper charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the tender amount for every day not exceeding 10 days, while his failure to do so shall continue and in the case of a such failure, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complaint of as the case may be at the risk and expense in all respect of the contractor .

Clause15. - All works under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge and his authorized subordinate's notice and the contractor shall at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instructions or have a reasonable agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Clause16. - The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work shall within the aforesaid period or seven days inspect the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer-in-charge's consent being obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause17. - If the contractor or his working people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road curb, fence enclosure, water pipe, cable, drains, electric telephone post or wires, trees, grass-land or cultivated ground continuous to the premises on which the work of any part of it being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect shrinkage or other faults appears in the work other road work costing Rs. 40,000 and below after final certificate or otherwise of its completion made have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship, the contractor shall upon a receipt of notice in writing in that behalf make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, except from the portion pertaining to asphaltic work, which is Government by sub-para (III) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor except the portion pertaining to asphaltic work, which is Government by sub-para (III) of clause 35 shall not be refunded before the expire of six months (three months in the case of any work other than road work costing Rs. 40,000 and below) after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed, whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion or after the final bill has been prepared and passed whichever is later.

Clause18. - The contractor shall supply and provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered, or substituted and whether included in the specification or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting of the measurement or examination at any time and from time of the work or material. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted, from any money due to the contractor, under the contract and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

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

Clause 18B. - In every case in which by virtue of the provisions of the contract labour (Regulation and Abolition) Act, 1970 and of the contract labour (Regulation and Abolition) Himachal Pradesh rules, 1974 Government is obliged to pay any amount of wages to a workman employed by the contractor in execution by the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and Rules under clause 19H or under the Rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by H.P.P.W.D. Contractors Government will recover from the contractor expenditure so incurred; and without prejudice to the rights of the Government under section 20 sub-section (2) and section 21, sub-section (4) of the contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount for any part thereof deducting it from the security deposit or from any sum due by Government to the contractor whether under this agreement or otherwise Government shall not be bound to contest any claim made against it under section 20 sub-section (I) and section 21 sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Govt. might become liable in contesting such claim.

Clause 19. - The contractor shall obtain a valid license under the Contract Labour (& A) Act, 1970 and the contract labour Regulation and abolition Himachal Pradesh Rules, 1974 before the commencement of the work and continue to have a valid license until the completion of the work.

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

Clause 19A. - No labourer below the age of fifteen years shall be employed on the work.

"No amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen."

Clause 19 -B - Payment of wages,

- (a) The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in Minimum Wages Act, 1948 and H.P. Minimum Wages Rules, 1978 and as per the provision of contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under by; H.P. Govt. wherever applicable.

#### **EMPLOYMENT IN CONSTRUCTION/MAINTENANCE OF ROADS OR IN BUILDING OPERATIONS STONE BREAKING OR IN STONE CRUSHING.**

SL No.	Name of the categories of employees	<u>Revised rates</u>	
		Daily	Monthly
1.	2.	3.	4.
		Rs.	Rs.
1	Carpenter Grade -I		
2	Carpenter Grade- II		
3	Mason Grade-I		
4	Mason Grade- II		
5	Blacksmith Grade-I		
6	Blacksmith Grade-II		
7	Brick Moulder-		
8	Sanitary Fitter Grade-I		
9	Sanitary Fitter Grade- II		
10	Driver for Air Compressor/Road/Roller		
11	Cleaner for Tractor/Road Roller/Con, Mixer attached		
12	Grynder		
13	Painter		
14	Welder		
15	Mechanic		

16	Spray man (roads)
17	Cane man
18	Bhandhani
19	Upholsterer Grade-I
20	Upholsterer Grade-II
21	Filter Attendant
22	Pump Operator

## UN-SKILLED-LABOUR:

1. Unskilled worker (male or female)
2. Adolescent unskilled worker (90% of the wages of the adults)

1	2	3
(ii)	Stone breaker/rock stone breaker/stone carrier/adult skilled male worker/female worker	1.½" to 2 Rs. - Per% cft 1" to 1. ½"Rs. - Per% cft 1"Rs, - sPer%cft.
CLERICAL STAFF AND NON-TECHINAL SUPERVISORY STAFF: -		
1.	Non-Matriculates	Rs.....per month
2.	Matriculates.	Rs.....per month

- (b) The contractor shall, notwithstanding the provisions of any contract to the 'Contrary'. Clause to be paid fair wage to laboures indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the laboures had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with Himachal Pradesh Department Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books, books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matter of a like nature or as per the provision of the Contract Labour Regulation and Abolition Act, 1970 and the Contract Labour { Regulation and Abolition} H.P. Rules, 1974 wherever applicable.
- (d) The Divisional Officer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contractor for the benefit of the works, non-payment of wages or of deductions made from his or their.
- (e) REVISED LABOUR RATES

1. Beldar, Mate, Cook, Mali, T. mate (Electrical), Chowkidar, Helper, Sweeper Cleaner, Swereman, Gatekeeper, Khalsi, Electrical Beldar, Bhisti, Store Attendant, Laboratory Assistant, Pump Attendant, Doat man, Process Server, White washer, Sype. Peon, Frash Chairman, Un-skilled labourer, Quarry man, Jumper man, Driller, Assistant Saw Mill Operator, Filler (Garni), Logger, Dresser (Pachani), Climber (Booper (51.00) Zoo Animal Attendant, Fire Watcher, Miac Labour, Charcoal Pipe line man, Survey Khalasi, Drill Distributor, Farro-Khalasi, Water Goard, Key man, Assistant fitter, Valueman. **(120.00)**
2. Upholstar, Carpenter (Grade-II), Fireman, Pump Operator-cum (helper) Plumber 2<sup>nd</sup> class. **(129.00)**
3. Painter 2<sup>nd</sup> class, White washer, Bar Binder, Sawyar (Charani), Muletear. **(132.00)**

4. Telephone Attendant, Electrical Mintry, Refrigerator Mechanic, Fitter-Grade-II, Fitter-Grade-I. Turner, Fitter structural Black smith, Weldar, Mechanic, Electrical Chargeman, Pump Operator, Driver Oxygen Plant Box Mix Plant Operator, Plumber-Grade-II, Plumber-Grade-I, Mason Grade-III, Mason Grade-II, Painter Grade-I, Blastman Grade-II, Floor Finisher, Pine fitter Grade-11, Morter Mate Grade-1, Earth work Mistry, Work Inspector, Farry Inspector, Store Munshi, Forest Guard, Receptionist, Lab. Assistant, Electrician Auto, Air Compressor/Operator, Operator Carpenter Grade-11, Carpenter Grade-111, Complaint Clerk, Assistant Operator, General Operator, Telephone Operator, Road Inspector, Work Supervisor, Store Clerk, Water Work Clerk, Patwari, Cinema Projector, Operator, Mechanic, Computer, Plubber, Data Entry Operator, Electrical Mistry, Tailor, Clerk, Saw Mill Operator, Plumber, Work Mistry, Wineman, Assistant Pump Operator, Price Store

Leger Clerk, Bill Clerk, Meter Reader, Assistant Store Keeper, Lab. Technician, Instrument Mechanic, Fitter Mechanic Loader Operator, Chargeman.

(153.00)

5. Driver (Tractor/Jeep/Car/Bulldozer/Road Roller, Driver Shawal, Store Chester, Carpenter 2<sup>nd</sup> class (Forest Deptt.) Painter 2<sup>nd</sup> class (Forest Deptt.) Distemper (Forest Deptt.)

(164.00)

6. Junior Drafter (Tracers), Junior Scale Steno, Agriculture Extension Officer, Ship Mculleing Instructor, Surveyor, Electrician Grade-I, Driller, Assistant Driller, Pipe Fitter Grade-I, Mason Grade-IV, Diesel Automechanic, Black Smith Grade-IV, Carpenter Grade-11.

(192.00)

7. Junior Tailoring Mistress, Meson 1<sup>st</sup> class (Forest Deptt.), Carpenter Grade-1, Assistant Chemist, Foreman, Assistant Foreman, Carpenter 1<sup>st</sup> class (Forest Deptt.)

(217.00)

8. Investigators.

(239.00)

9. Instructors.

(262.00)

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

(288.00)

**Sd/-**

Additional Secretary (FIN-PR)  
To the Government to (H.P.)

Wages-which are not justified by their terms of the contract or observance of the regulations.

(e) The contractor shall comply with the provisions of the Payment of Wages of Act. 1936, Minimum Wages Act 1936. Minimum Wages Act 1948, Employees liability Act 1938. Workmen's Compensation Act 1923. Industrial Disputes Act.1947. Maternity Benefits Act 1961. Interstate Migrant Workman (Regulation of Employment and condition of Service) Act. 1979.

(f) The contractor shall indemnify Government against payment to be made under and for the observance of the Laws aforesaid and the H.P. I. & P.H. contractor's Labour Regulation without prejudice to his right to claim indemnity from his subcontractors.

(g) The regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(h) Under the provision of the Minimum Wages Act, 1948, Pradesh Administration Wages Rules, 1978 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest after six days in the continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer or Sub-Divisional Officer concerned.

Clause19-C, - In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50 for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Clause19-D - The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> 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 to the current month, respectively. (1) the number of laboures employed by him on the work, (2) their working hours. (3) the wages paid to them, (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and (5) the number of female workers who have been allowed maternity benefit according to clause 19-F and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50 for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to contractor the amount levied as fine.

Clause19 - E - In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied withal the rules framed by Government from time to time for the protection of health and sanitary agreements for works employed by the Himachal Pradesh and its contractors.

Clause19 - F - Leave and pay during leave shall be regulated as follows: -

1. Leave-

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

2. Pay-

- (i) In the case of delivery- leave pay maternity leave will be at the rate of the woman’s average daily earnings, calculated on the total wages earned on the days when full lime work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects t be confined or at the rate of rupee one day whichever is greater.
- (ii) In the case of miscarriage-Leave pay at the rate of average daily earnings calculated on the total wages earning on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

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

Clause19-F- The contractor shall maintain a register of maternity (benefit) in the prescribed form as shown below and the same shall be kept at place of work.

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

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

Name and location of the work.....

Name of employee	Father/husband’s name	Nature of employment	Period of actual Appointment	Date of which Notice of confinement given.
1.	2.	3.	4.	5.
-----Nil-----				

Date of delivery/miscarriage	Date on which maternity leave commenced and Delivery Commenced.	In case of ended.
6.	7.	8.
-----Nil-----		

In case of miscarriage	Leave pay paid t the employees		In case of miscarriage rate		
Commenced	ended	leave	paid	pay	paid
9.	10.	11.	12.	13.	14.
-----Nil-----					

Specimen from the register regarding maternity benefit admissible to the contractor’s labour to Himachal Pradesh Public Works Department.

- 1. Name of work.
- 2. Name of contractor.
- 3. Designation.



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

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

Should it appear the Engineer-in-charge that the contractor (s) is/are not properly observing and complying with the provision of the H.P. & I.P.H. Contractor labour Regulation and Modal Rules and the provision of the Contract Labour (Regulation and Abolition) Act. 1970 and Contract Labour (R & A) H.P. Rules, 1074 for the protection of health and sanitary arrangements for work, people employed by the contractor (s) (hereinafter referred as "said Rules"), the Engineer-in-charge shall have power to give notice in writing to the contractor (s) required that the said rules complied with the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor (s), fail within the period specified in the notice to comply with and observe the said rules and to the work people as aforesaid, the Engineer-in-charge shall have the powers to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect. Make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractors) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

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

1. (a) The minimum height of each hut at the eye level shall be 7 feet and the floor area to be provided will be at the rate of 30 sq feet for each member of the worker's family staying with the labourer.
- (b) The contractor's shall in addition construct suitable cooling places having a minimum area of 6'x5 adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
2. (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun-dried, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 6 inches above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the

Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

- (b) The contractor(s) shall provide each hut with proper ventilation.
  - (c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
  - (d) There shall be kept an open space of at least 8 yards between the rows of huts, which may be reduced to 20 feet according to the availability of site with the approval of the Engineer-in-charge, back-to-back construction will be allowed.
3. Water supply- The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or riverbanks, which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges therefore.
  4. The site selected for camp shall be high ground, removed from jungle.
  5. Disposal of excreta. - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
  6. Drainage. - The contractor (s) shall provide sufficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
  7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
  8. Sanitation. - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

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

Clause 19 -J- It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction and to hand over to the Engineer-in-charge vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-charge, will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay levy upto 5 per cent of the tendered cost may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum.

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

Clause 20. - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contractor Labour (Regulation and Abolition), Act 1970 and rules framed there under and other labour laws affecting contract labour that may be brought in to force from time to time.

Clause 21. - The contractor shall not be assigned or sublet the whole work or part thereof without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempted so to do or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer, or if any such officer or person's employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge on the behalf of the Governor of Himachal Pradesh shall have power to adopt any of the courses specified in clause 3 as he may deem best suited in the interest of Government and in the event of any of these courses being adopted the consequences, specified in the said clause 3 shall ensue.

Clause 22. - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Government without reference to the Actual loss or damage sustained and whether or not any damages shall have been sustained.

Clause 23. - Where contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge to change it shall be obtained before any change made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any

partnership' agreement where under the partners partnership firm would have the right to carry out the work thereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said clause 21.

Clause 24. - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 25. - Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise, concerning the works or the execution of 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/Chief Engineer, Himachal Pradesh I & P H Department. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, to Engineer-in-charge/Chief Engineer, Himachal Pradesh I & P H 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 state at which it was left by his predecessor. It is also a term of this contract that no person appointed by the Engineer-in-charge/Chief Engineer, Himachal Pradesh I & P H 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 in all cases where the amount of the claim in dispute is Rs. 50,000.00 (Rupees fifty thousand) and above the arbitrator shall give reasons for the award.

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

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

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

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

Clause 26. - The contractor shall fully indemnify the Government of Himachal Pradesh against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims, made under or action brought against Government in respect of any such matters as aforesaid the contractor shall be immediately notified, thereof and the contractor shall be at liberty, at his own expense, to settle any litigations that may arise there from. Provided that the contractor shall not be liable to indemnify the Government of Himachal Pradesh if the infringement of the patent or designer any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

Clause 27. - When the estimate on which a tender is made includes lump sums in respect of parts of the work, contractor shall be entitled to payment in respect of the items of work involved or the part of works in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or payable to him under the provision of the clause.

Clause 28. - In the case of any class of work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with the instructions and requirements of the Engineer-in-charge.

Clause 29. - A lien in respect of claims on other contract.

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

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

Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him or have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in other manner, legally permissible; and this and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall, be duly paid by Government to the contractor;

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

Clause 29 (1): - With holding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Engineer-in-charge or the Government shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security if any, deposited by the contractor and for the purpose aforesaid the Engineer-in-charge or the Government shall be entitled to without the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication or any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if, no security has been taken from the contractor. Engineer-in-charge or the Government shall be entitled to withhold and have lien to retain to the extent of such claimed amounts or amount referred to above, from any sum or sums found payable of which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Engineer-in-charge or the Government or any contracting person through the Engineer-in-charge pending finalization or adjudication of any such claim.

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

Clause 30 - The contractor shall not employ coal mining or controlled area labour failing under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 20 miles of the controlled area. Subject as above the contractor shall imported labour only i.e.; depot imported labour imported by contractors from areas, from which import is permitted.

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

The contractor shall immediately remove any labourer who may be appointed out by the Engineer-in-charge as being a coal mining or controlled area labourer. Failure to do shall render the contractor liable to pay to Govt. a sum calculated at the rate of Rs. Per day per labourer. The certificate of the Engineer-in-charge about the number of coal mining or controlled area labour and the number of days for which they worked shall be final and binding upon all parties to this contract.

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

Explanation: - 'Controlled area' means the following areas: -

Bihar	:	Districts of Manbhum, Hanaribhag, Jamtra Sub-Division of Santal Parganas.
West Bengal	:	Districts of Bankura, Birbhum, Burdwan.
Madhya Pradesh	:	Districts of Bilaspur.

Any other area which may be declared as 'Controlled Area' by or with the approval of the central Govt.

Clause: - 31 - Water required for the execution of work may be supplied to the contractor(s) at the direction of the Divisional officer on the following conditions:

Payment by the contractor(s) at the rate of 1-½ percent of the total cost of the entire work done under the contract.

The contractor(s) shall make his/their own arrangements for water connection and laying of pipe lines from existing main or sources of supply. It would be clearly understood that Govt. don't guarantee to maintain the uninterrupted water supply and it will be incumbent on the contractor(s) to make alternative arrangements for water or his/their work of water. No claim or damage or required of water charges will be entertained on account of such break down.

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

(ii) The contractor shall be allowed to construct temporary wells in Govt. land for taking water for construction purpose only; after he has got permission of the Engineer-in-charge in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangement to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

Clause 33 - Notwithstanding anything contained to the contrary in any or all the clause of this contract, where any material for the execution of the contract are procured with the assistance of Government either by issue from Government stocks purchase made under orders or permits or licenses or licenses issued by Government the contractor shall hold the said material economically and solely for the purpose of the contract and not dispose of them without the permission of the Government and return, if require by the Engineer-in-charge, all surplus or unserviceable material that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid for credited such price as the Engineer-in-charge shall determined having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the storage charge, if any the decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable lo Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by raso9n of such breach.

Clause 34 - (a) The following plant and machinery required for the work will be issued to the contractor on hire on condition given below: -

S. No.	Description	Hire charges per day
(i)	.....Nil.....	
(ii)		

(b) Plant and machinery when supplied shall be made over and taken back at the departmental equipment shed at..... And the contractor shall bear the cost of their carriage from the shed to the site of work and back the contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plants and for all losses due to his failure to return the same soon after the completion to the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contactor.

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

- (d) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and the machinery is made over up to and inclusive of the date of its return in good order even though the same may not have been working for any cause except for major break down due to no fault of the contractor requiring more than three working days continuously (i.e. excluding intervening holiday and Sunday) for bringing the plant in order. The contractor shall immediately intimate in writing to Engineer-in-charge when any plant or machinery gets out of order requiring major repairing as aforesaid. The Engineer-in-charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if break down occurs before lunch the period of the major break down will be completed considering half days break down on the day of complaint. If the break down occurred in the post lunch period of the major break down will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final.
- (e) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break or part thereof). In case of steam road roller, the period of 8 hours will be inclusive of time required to make up the boiler pressure before start of work and to lower the boiler pressure at the close of work.
- (f) Hire charge will include service of operating a staff as required and also supply of lubricating oil and stores for cleaning purpose and steam coal not exceeding 1.25 Qt. to light up the steam road roller when issued. Power fuel of approved type, fire wood, kerosene oil etc, for running the plant and machinery and also the full time chowkidar for Guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of the plant and machinery. The contractor on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (g) Ordinarily, no plant and machinery shall work for more than 8 hrs. a day inclusive of one hrs. lunch break. In case of an urgent work, however, the Engineer-in-charge may, at his discretion allow the plant and machinery to be worked for than normal period of 8 hrs. a day. In that case the hourly hire charges for over time to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8 of the daily charges subject to a minimum of half days normal charges on any particular day. For working out hire charges for overtime a period of half an hour above will be charged as one hour and a period of less than half an hour will be ignored.
- (h) The contractor shall release the plant and machinery every tenth day for periodical servicing and/or washout which may take about 3 to 4 hours or more. He shall also provide for a labour and water that may be required for washout of steam roller. Hire charges for full day shall be recovered from the contract or for the day of servicing washout irrespective of the period employed in serving.
- (i) The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and materials etc. One his part, the same will be returned only when they required major repairs or when in the opinion of the Engineer-in-charge the work or a portion of work for which the same was issued is completed.
- (j) Log book for recording the hour of daily work for each of plant and machinery supply to the contractor will be maintained by the Department and will be attested by the contractor on his authorized agent daily in case the contractor contest the correctness of the entries and/or fail to sign the log book, the decision to the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the log book and will be binding on the contractor.  
In case of roller for consolidation are employed by the contractor himself, log book for such roller shall be maintained in the same manner as is done in case of Department roller.
- (k) In the case of concrete mixer, the contractor shall arrange to get me hopper cleaned and the drum washed at the close of the work each day or each occasion.
- (l) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damages caused to toe said plant and machinery at the site of work or elsewhere when the operation or otherwise or during transit including damage to on loss of parts and for all losses due to his failure and return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on one the contractor.

Clause – 35

- (i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar and bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other authorized charges of specification and abandonment of portion of work, a corresponding deduction equivalent to

the cost of unused materials as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to Government the contractor undertook the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge.

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

Clause 36 – The contractor shall employ the following technical staff during the execution of this work: -

1. One Graduate Engineer; when the cost of the work to be executed is more than Rs. 5 lacs.
2. One qualified Diploma Holder (Junior Engineer) when the cost of work to be executed is more than Rs.2 lakhs but less than Rs. 5 lakhs.

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

In case contractor staff should fails to employ the technical staff as aforesaid he liable to pay a reasonable amount not exceeding sum of Rs. 2000/- (Rs. Two thousand only) for each month of default in the case of Graduate Engineer and Rs. 1000/- (Rs. One thousand only) for each month of default in the case of Diploma Holder (Junior Engineer).

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

#### **FOR SANITARY AND WATER SUPPLY WORKS: -**

The contractor shall employ the following technical staff during the execution to the work: -

One qualified Junior Engineer with an experience of not less than five years out of which at least one year should be sanitary Engineering or water supply works when the tendered cost of work to be executed is more than Rs. 25,000/-only.

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

In case the contractor fails to employ the technical staff aforesaid he liable to pay reasonable amount not exceeding Rs. 7000/-for month of default.

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

Clause 37: - The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

Clause 38 – Sales tax or any other tax on materials in respect of this contract shall be payable by contractor and Government shall not entertain any claim whatsoever in this respect.

Clause 38 – In pursuant to or under any law such notification or order any royalty, cost fee or the like becomes payable by the Government of H.P. and does not at any time become payable by the contractor, to the state Government. Local authorities in respect of any material used by the contractor in the work, then in such case it shall be lawful for the Government of H.P. and it will have right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

Clause 39 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on the behalf of the Governor shall have the option of terminating the contract without compensation to the contractor.

Clause 40 – The contractor shall not be permitted to tender for works in Himachal Pradesh Department Division (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an Superintending Engineer, Executive Engineer or Assistant Engineer. He shall also intimate the name of persons who are working with him in capacity or are subsequently employed by him and who are near relatives of any Gazetted Officer in the Himachal Pradesh I & P H Department, Any breach of his condition by the contractor would render him liable to be removed from the approved list of the contractors of this Department.

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

Clause 41- No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an I & P H Department of Himachal Pradesh Government is allowed to work as a contractor for a period of two years if his retirement from Government service without the previous permission of Himachal Pradesh Government. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who not obtained the permission of Himachal Pradesh Government as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

Clause 42 –

- (i) The contractor shall see that only the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at a place where directed by him, if by a notice in writing under his hand, he shall so require. Credit for such material will be given at the prevailing store issue rate not exceeding the amount charged from him, excluding the storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the store where from they were issued.
- (ii) After the completion of the work the theoretical quantity of cement to be used in the work shall be calculated on the basis of Himachal Pradesh I & P H Department's statement showing quantity of cement to be used in different items of work provided in the Himachal Pradesh Schedule of rates... or in case of non schedule items, it shall be calculated on the basis of standard formulae laid by Superintending Engineer of the concerned Circle.

Over this theoretical quantity of cement shall be allowed a variation upto 5% plus/minus for works the tendered amount of which is not more than Rs. 2 lakh upto 4% plus/minus for works the tendered amount of which is more than Rs. 2 lakh put up to Rs.5 lakh and up to 3% plus/minus for works the tendered amount of which is above 5 lakh. The difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor, shall be recovered at twice the issue rate including storage charges, without prejudice to the to the provision of the relevant conditions regarding return of materials Government the contract. In the event of it being discovered that the quantity of cement used is less than the quantity as curtailed as here in before provided (allowing variations on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

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

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

(v) After the completion of work theoretical quantity of bitumen to be used works shall be calculated on the basis of I & P H statement showing quantities of bitumen to be used indifferent items of work provided in the HP Schedule of rate or in respect of agreement which do not provide for or authorize application of H.P. Schedule of rates. The theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula as laid down by the Superintending Engineer or the concerned Circle. Over the said theoretical quantity of bitumen a variation upto plus (excess) 21/2% shall be allowed.

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

The agreement, which provides for supply of bitumen at a fixed rate the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the contractor, shall be recovered at twice the issued rate of bitumen thereof without prejudice to the relevant conditions in the agreements regarding return of materials Government the contract.

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

Schedule showing approximately materials to be supplied by the I & P H Department under clause 10 of the conditions of contract for work contracted to be executed and the rate at which they are to be charged for

Particular	Rates at which the material will be charged to the contractor.			Place of delivery
	Unit	Rs.	P.	
<b>Cement</b>	<b>Per Bag.</b>	<b>250/-</b>	<b>00</b>	<b>IPH Store Parel</b>
<b>Steel DI 150 mm K-7</b>	<b>Per tonne Rmt</b>	<b>46664/- 1021/-</b>	<b>00 00</b>	<b>---- Do ----- I&amp;PH Store Galyani.</b>



Note: - The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

**Signature of Contractor**

**Signature of Divisional Officers  
For & on behalf of the Governor of H. P.**

Clause 44: - The work (whether fully constructed or not) and all materials, machinery, tools and plants scaffolding, temporary buildings and other things connected there with be at the risk of the contractor until the work has been delivered to the Engineer-in-charge and a certificate to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Engineer-in-charge, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from damaged work and shall be paid at the contract rates in accordance with provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable materials and for the re-construction of all works ordered by the Engineer-in-charge, such payments being in addition to compensation upto the value of the work, originally executed before damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be addressed by the Divisional Officer upto Rs. 5000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damage destruction suffered for the restoring the material at there the rates based on the analysis of rates tendered for in accordance with the provisions of this agreement. The certificate of the Engineer-in-charge regarding the quality of material and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

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

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

### **SAFETY CODE**

**(Referred to under clause 19-Cof the tender)**

**Safety Code:**

- (i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except for such period work as can be done safely from ladders. When ladder is used an extra Mazdoor shall be engaged for holding the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical).
- (ii) Scaffolding or staging more than 12 feet above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside the ends. There of with only such opening as may be necessary for the delivery of the

materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- (iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded should have adequate width and should be suitably fanned as described in(ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0".
- (v) 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 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11-1/2 inches for ladder upto and including 10 feet in length. For longer ladder this width should be increased at least 1/4 inch for each additional foot of length. Uniform step spacing shall not exceed 12 inches. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contract or be paid to compromise any claim by any such person.

Excavation and trenching:

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

**Demolition:**

- (vi) 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 over a cable or apparatus used by the operator, shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or material as to render it unsafe.
- (vii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use for the person employed on the site and maintained in a condition suitable for immediate use, and contractor should take adequate steps to insure proper use of equipment by those concerned.
  - (a) Worker employed on mixing asphaltic material, cement and lime mortars shall be provided with protective foot wear and protective goggles.
  - (b) Those engaged in white washing and mixing or stacking of cement bag and any material which is injurious to the eyes shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welders protective eyed sight lids.
  - (d) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficient safe intervals.
  - (e) When workers are employed in sewers and manholes, which are in use, the contractor shall insure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so open shall be cordoned off with suitable railing and provided with warning signal or boards to prevent accident to the public.
  - (f) The contractor shall not employ men and women below the age of 18 years and women on the work of painting with product containing lead, in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principle must be observed for such use: -
    - 1. (a) White lead sulphate of lead or products containing these pigments shall not be used in painting operations except in the form of paste or of paint ready for use.
    - (b) Measure shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
    - (c) Measure shall be taken whenever practical to prevent arising out from dust caused by dry rubbing down and scrapping.
    - 2. (a) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
    - (b) Overalls shall be worn by working painters during the whole of the working period.

(c) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(a) Case of lead poisoning and of suspected lead poisoning shall be notified and subsequently verified by a medical man appointed by the competent authorities of Himachal Pradesh Public Works Department.

(b) The Engineer-in-charge may require when necessary a medical examination of workers.

(c) Inspections with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

(x) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions: -

1. (a) There shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good wiring order.

(b) Every rope used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

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

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

4. In case of Departmental machines, the safe working load shall be notified by the Engineer-in-charge. As regards contractors machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever they bring any machinery to site of work and get it verified by the Engineer-in-charge.

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

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

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

(xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the labour Officer, Engineer-in-charge of the Department of other retrospective.

(xv) Notwithstanding the above causes from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Government of Himachal Pradesh.

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS  
EMPLOYED BY HIMACHAL PRADESH I.P.H. DEPARTMENT  
OR ITS CONTRACTORS.**

1. APPLICATION

These rules shall apply to all building and constructions works in charge of Himachal Pradesh I.P.H. Department.

1. (a) WELFARE AND HEALTH OF CONTRACT LABOUR

It is the responsibility of the contractor to provide Canteen, Rest Room/Shelter, Drinking Water, Latrines, Urinals, Washing facilities and First-Aid boxes on the prescribes scales within 7 days of the commencement of the employment of contract labour. The Rest Room for alternative accommodation within 15 days and Canteen within 60 days to be provided.

If the amenities provided under section 16 to 19 for the contract labour is not provided by the contractor than such amenities have to be provided by the principal employer with in such time and all expenses incurred by the principal employ by deduction from any amount payable to the contactor.

2. DEFINITIONS: -

1. 'Work place' means a place at which at an average, fifty or more workers are employed in connection with construction work.
2. 'Large work place' means a place at which at an average, 500 or more workers are employed in connection with construction work,

3. FIRST-AID FACILITIES: -

(1) At every work place these shall be provided and maintained so as to be easily accessible during working hours, First-Aid boxes at the rate of not less one box for 150 contract labour or part thereof ordinarily employed.

(2) The First-Aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipments, namely: -

(a) For work places in which the number of contract labour employed does not exceed 50

Each First-Aid box shall contain the following equipments: -

1. 6 small sterilized dressing.
2. 3 medium size sterilized dressing.
3. 3 large size sterilized dressing.
4. 3 large size sterilized burn dressings.
5. 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30 ml) bottle containing Sal volatile having the does and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30gms) bottle of potassium paramagnet crystal.
9. 1 pair scissors.
10. 1 copy of the First-Aid leaf-let issued by the Director, Health Services, Himachal Pradesh.
11. 1 bottle containing 100 tablets (each 5 grams) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 500 each First-Aid shall contain the following equipments: -

1. 12 small sterilized dressings.
2. 6 medium sized sterilized dressings.
3. 6 large size sterilized burn dressings.
4. 6 (15 gms) packets sterilized cotton wool.
5. 1 (60 ml) bottle containing two percent alcoholic iodine.
6. 1 (60) bottle containing Sal volatile having the does and mode of administration indication on the lable.
7. 1 roll of adhesive plaster.
8. 1 shake-bite lancet.
9. 1 (30gms) bottle of potassium crystals.
10. 1 pair scissors.
11. 1 copy of First-Aid leaf-let issued by the Director, Health Services of Himachal Pradesh.
12. A bottle of contained 100 tablets (each of 5 grams) of aspirin.
13. Ointment for burns.
14. A bottle of suitable surgical antiseptic solution.

(1) Adequate arrangements shall be made fro immediate recouplement of the equipment when necessary.

(2) Nothing except the prescribed contains shall be kept in the First-Aid box.

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

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

(5) In work places where the number of contract labour employed is 500 or more and hospital are not available with in easy distance of the work, First-Aid posts shall be established and run by a trained compounder.

The compounder shall be on duty and shall be available at all hours when the workers are at work.

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

4. DRINKING WATER

- (a) In every work place, Waiter shall be provided and maintained at suitable places, easily accessible to labour a sufficient supply of cold water fit for drinking.
- (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be at a distance of not less than 50 feet any latrine, drain or other source of population. Where water has to be drawn from an existing well which is with in such approximating of latrine, drain or any other sources of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water proof.
- (d) A reliable pump shall be fitted to each covered well, the trapdoor shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES: -

- 1. In every workplace adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- 2. Separate and adequate screening facilities shall be provided for the use of male and female workers.
- 3. Such facilities shall be conveniently, accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS: -

- 1. Latrines shall be provided in every work place on the following scale, namely: -

- (a) Where females are employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males.

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

- 2. Every latrine shall, be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- 3. Construction of latrines: - The inside wall shall be constructed of masonry or same suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-whole system.
- 4. (a) Where workers of both sexes are employed there shall be displayed outside each block of a latrine and urinal a notice in the language understood by the majority of the workers "For Men Only" or "For Woman Only" as the case may be.
- (c) The notice shall also bear the figure of a man or of a woman, as the case may be.
- 5. These shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male or female as workers-the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.
- 6. (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinal other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.

- 7. Water shall be provided by means of a tap or otherwise so as to conveniently accessible in or near the latrines and urinals.

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

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

7. PROVISION OF SHELTER DURING REST: -

At every work place there shall be provided free of cost four suitable sheds two for males and the other two for rest separately for the use of men and women labour. The height of the each shelter shall not less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m per head: Provided that the Engineer-in-charge may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

7. CRESHES:

- (a) At every work place at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children and their bedroom. The rooms shall be constructed on a standard not lower than the following: -
- i. thatched roofs;
  - ii. Mud floors and walls;
  - iii. Planks spread over the mud floor and covered with matting.
- b) The rooms shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the place clean.
- c) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.
- d) The contractor shall provide one Dai to look after the children in the Creche when the number of women workers, does not exceed 50 and two Dai when the number of women workers exceed 50.
- e) The use of the rooms earmarked as crèche shall be restricted to children, their attendants and mothers of the children.

#### 9. CANTEENS:

- (1) In every work place where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (2) The canteen shall be maintained by the contractor in an efficient manner.
- (3) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- (4) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (5) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year.
- Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (6) The precincts of the canteen shall be maintained in a clean and sanitary condition.
- (7) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (8) Suitable arrangements shall be made for the collection and disposal of garbage.
- (9) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- (10) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per dinner to be accommodated as prescribed in Sub-Rule 9.
- (11) (i) A portion of the dining hall, service counter shall be partitioned off and reserved for women workers, in proportion to their number.
- (ii) Washing places for women shall be separate and screened to secure privacy.
- (12) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule 9.
- (13) (a) (i) There shall be provided and maintained sufficient utensils. Crockery, furniture and any other equipment necessary for the efficient running of the canteen.
- (ii) The furniture, utensils and other equipment shall be maintained in a clean and hygienic-condition.
- (b) (i) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- (ii) A service counter, if provided, shall have lot of smooth and impervious material.
- (iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments,
- (14) The food stuffs and other items to be served in the canteen shall be in conformity with and the normal habits of the contract labour.
- (15) The charges for food stuffs, beverages and other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.
- (16) In arriving at the price of food stuffs, and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely: -
- (a) The rent of land and building.
  - (b) The depreciation and maintenance charges for the building and equipments provided for in the canteen,
  - (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery cutlery and utensils.
  - (d) The water charges and other charges incurred for lighting and ventilation.
  - (e) The interest and amounts spent on the provision and maintenance and equipment provided for in the canteen.

(17) The accounts pertaining to the canteen shall be audited once in every 12 months by registered accountants and auditors.

**10 ANTI-MALARIAL PRECUATION:**

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

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

12. Amendments: - Government may, from time to time add to or amend these rules and issue such direction as it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

**HIMACHAL PRADESH IRRIGATION & PUBLIC HEATH DEPARTMENT CONTRACTORS LABOUR REGULATIONS**

**1. SHORT TITLES: These regulation may be called the Himachal Pradesh, I.P. H. Department contractors "Labour Regulations."**

(i) (a) **REGISTRATION:** - Every principal employee of an establishment in which 20 or more workmen have been employed as contract labour has to obtain a certificate of registration for his establishment from the Registration Officer (Labour Officer) of the area in which his establishment is located within 7 days from the date of construction of the establishment covered under the Act.

(b) **LICENSING OF CONTRACTORS:** Every contractor to whom the act applies (i.e. the employees 20 or more workmen) has to obtain License from the licensing Officer (Labour Officer) of the area in which the establishment is located. After 31<sup>st</sup> December 1976, no contractor through contract labour except under and in accordance with a license (issued in) that behalf by the Licensing Officers within the territory of the Himachal Pradesh.

2(i) Definitions "**Workman**" means any person employed by the Himachal Pradesh, I & P. H. Department or its contractors directly or indirectly through a Sub-Contractors, with or without the knowledge of the Himachal Pradesh, I & P. H. Department, to do any skilled, semi-skilled or un-skilled manual, supervisory, technical or electrical work for-hire or reward, whether the terms of employment are expressed or implied but does not include any persons.

"**Labour**" means worker employed by the H.P. I. & P. H. Contractor or directly through sub contractor or other persons or by the agent on his behalf on payment as per minimum wages fixed by the H.P. Government from time to time.

(a) Who is employed mainly in a managerial or administrative capacity: or

9b) Who, being employed in a supervisory capacity draws wages as per minimum wages fixed by the Govt. from time to time or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly or managerial nature.

(c) (i) Who is an out worker, that is to say a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned washed, altered, ornamentally finished, repaired, adopted or otherwise processed for sale for the purposes of the track or business of the principal employer and the process is to be carried out either-in the home of the out worker or in some other/premises, not being premises under the central and management of the principal employer.

Weekly day of rest: - An employer in a scheduled employments to be allowed a day of rest every week which shall ordinarily be Sunday but the employer may fix any other day of the week as the rest-day for any employee or class of employees in that schedule of employment.

Provided he has been in continuous employment for six days. Further no employee is not be engaged on work for more than 10 days continuously without a rest day for full one day.

(ii) "**Fair wages**" means wages whether for time or piece work fixed and notified under the provisions of the minimum wages act from time to time.

"**Payment of minimum rates of Wages.**" The employer has to pay to every employee engaged in a scheduled employment under him wages at a rate not less than minimum rate of wages-fixed by the Govt. for that class of employees in that employment without any deductions except as may be authorized before the expiry of the 7-day(in case pf establishment in which less than one thousand employees) or before the expiry of the 10<sup>th</sup> day (in case of other establishment) after the last days of the wags period in respect of which wages are payable.

(iii) "**Contractor**" shall include every person who under takes to produce a given result other than more supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub contractor.

(iv) "**Wages**" shall have the same meaning as defined in the payment of wages Act.

- (v) "Over time/extra wages for over time," - Where an employee whose minimum rates of wages is fixed under the Act may work on any day in excess. If the number of hours constituting normal working day, the employer is to pay him for every hours, or for part of an hour so worked over time wages at double the ordinary rate of wages. The working hours including overtime shall not exceed 10 hours in a day or 60 hours in a week. Provided that the total over time shall not exceed 50 hours in a period of 3 months.

2(a) Normally the working hours, of an adult employee should not exceed 9 hours a day and in case of a child 4½ hours a day. The working day shall be so arranged that inclusive of internal for rest if any, shall not spread over more than 12 hours on any day.

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

C (i) Every worker shall given a weekly holiday normally on a Sunday, in accordance with provision of the H.P. minimum wage rules 1978 as amended from time to time irrespective of whether such worker is Governed by minimum wages act or not.

(ii) Whether the minimum wages prescribed by the Govt. under the minimum wages Act. Are not inclusive of the wages for the weekly day of rest, the worker shall be entitled for rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period not less than six days.

"Notices/publicity to the minimum wages" Notice in form IV containing the minimum rates of wages fixed by the Govt. and the address of the Inspector shall be displayed in the language understood by the majority of worker at the main entrance of the establishment.

**Note:** Every Inspector shall be deemed to be public servant within the meaning of the Indian Penal Code.

Any person required to produce any document or things or to give any information desired by any Inspector under the Act the Act shall be deemed to be legally bound to do so within the meaning of section 175 and section 176 of the Indian Penal Code. The rules relating to Inter State Migrant Workmen are appended as under: -

**THE INTERSTATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979.**

#### **(I) REGISTRATION.**

Every principal Employer of an establishment in which 5 or more Inter State Migrant workmen have been employed has to obtain a Certificate of Registration or his establishment form the Registering Officer (Labour Officer) of the area in which his establishment is located within the prescribed period from the date of construction of the Establishment covered under the Act.

#### **LICENSING OF CONTRACTORS: -**

Every contractor who engaged 5 or more Inter State Migrant workmen has to obtain a license from the licensing Officer (Labour Officer) of the area in which the establishment is located. No contractor, covered under the Act, shall undertake, or executed any work through the Inter State Migrant workmen except under and in accordance with a license issued on that behalf by the licensing Officer within the territory of Himachal Pradesh.

#### **4. DUTIES AND OBLIGATIONS OF CONTRACTOR:**

- (a) It is statutorily compulsory for every contractor to furnish particulars of migrant workmen in form X within fifteen days to the Labour Officer of the area.
- (b) To issue a Pass Book to every Inter Migrant workmen affixed with a passport size photograph of the workman.
- (c) To furnish a return in form XI regarding migrant workman who have ceased to be employed to the labour Officer in the area within fifteen days from the date of the migrant workman ceased to be employee.

#### **5. PAYMENT OF WAGES AND OTHER ALLOWANCES: -**

- (I) The migrant workman has to be paid wages at par with a workman of Principal Employer at the same or similar kind of work, as is being performed by the employees of Principal Employer in the establishment and which in no case shall be less than the wages fixed under the minimum wages act, 1948.

#### **5. DISPLACEMENT ALLOWANCE;**

The contractor has to pay to every migrant workman at the time of recruitment a DISPLACEMENT ALLOWANCE equal to 50% of the monthly wages payable to him or Rs. 75/- which ever is .... HIGHER; this amount paid on account of displacement allowance fundable and is in addition to the wages or other amount payable to him.

#### **6. JOURNEY ALLOWANCE:**

A journey allowance of a sum not less than the fare from the place of residence of the Inter State Migrant workman in his State to the place of work in the other State has to be paid by the Contractor to the workmen both for the outward and returned journey such workman shall also be entitled to payment of wages during the period of such journey as if he was on duty.

#### **7. OTHER FACILITIES:**



Every contractor employing inter-state migrant workman (men) in connection with the work of an establishment to which the Act applies is responsible for: -

- (e) To ensure regular payment of wages to such workmen.
- (i) To ensure equal pay for equal work irrespective of sex.
- (ii) To provide and maintain suitable residential accommodation.
- (iii) To provide the prescribed medical facilities.
- (iv) To provide the protective clothing as provided under Rule 38.
- (v) In case of fatal accident or serious bodily injury to any such workman, to report to the labour officer/labour commissioner of both the states and also the next of kin of the workman.

The contractor is also required to make the payment of wages due allowances to each inter State Migrant, workman employed by him in the presence of nominated and authorized representative of the Principal employer and it shall be the duty of such representative to certify the amount paid as wages/dues and allowances.

#### 8. LIABILITY OF PRINCIPAL EMPLOYER

Wherein cases the contractor fails to make the payment of wages within the prescribed period or makes short payment then the Principal-employer shall be liable to make the payment of the wages in full of the unpaid balance due, as the case may be to the interstate migrant workman employed by the Contractor. If any allowance required to or paid under section 15 under to an Inter Migrant workman employed in an establishment to which this act applies is not paid by the contractor or if any facilities specified in section 16 is not provided by the contractor, such allowance has to be paid and the facilities shall be provided by the Principal employer within the prescribed period at the expenses of the contractor.

#### (iii) FROM OF REGISTERS AND RECORDS

1. A register of wages shall be maintained by every employer and kept at work site in such form as may be convenient to him and shall include the following particular: -

- (a) The minimum rates of wages payable to each person employed.
- (b) The number of days for which each employed person worked over time for each wage period.
- (c) The gross of each person employed for each wage period.
- (d) All deductions made these wages with an indication in each case of the kinds of deductions mentioned in-sub rule (2) of rule-22.
- (e) The wages actually paid to each person employed for each wage period ..... and date of payment.

2. Wages slips containing the aforesaid particulars and such other particulars as may be notified by the state Govt. shall be issued by every employer to every person employed by him at least a day period to the disbursement of wages.

- 4) Every employer shall get the signature or the thumb impression of every person employed on the wages book and wages slip.
- 5) Entries in the register of wages and wage slip shall be authenticated by the employer or any person authorized by him in this behalf.
- 6) A muster Roll shall be maintained by every employer and kept in form VI.
- 7) A register of employees shall be maintained by every employer at the work spot in form VIII.

Notwithstanding anything contained in this rule where a combined form is sought to be used by the employer to avoid duplication of work for compliance with the provisions of any other Act or rules framed there under, an alternative suitable form in lieu of any of the forms prescribed under this rule may be used with the previous approval of the labour Commissioner, of H.P.

Provided that the State Govt. on sufficient cause being shown may be notification in the official gazette, exempt any schedule employment or any units of such employment, conditionally or otherwise from the observance of any of the requirements under this rule, or may vary these requirements in respect of the employers or class or classes or employees in such employment.

#### (i) CONTRACT LABOUR (R & E) ACT, 1979

(i) "Principal Employer" means: -

In relation to any office or department of the Govt. of a local authority, the head office or department or such other officer that the Govt. or the local authority, as the case may be in this behalf.

- (ii) In a factory, the owner or occupier of the factory and where a person has been named as the manager to he factory under the factory/factories Act, 1948 (63 of 1948), the person so named.
- (iii) Factory under the factories Act, 1948 (63 of 1948) the person so named.
- (iv) -----.
- (v) The interstate Migrant 2 (K) Workmen (RE & CS) Act, 1979 " Principal Employer" means:

- (i) In relation to any office or Deptt. Of the Govt. or a local authority, the head of that office, Deptt. Or authority as such other officer as the Govt. or the local authority as the case may be may specify in this behalf.
- (ii) In relation to a factory, the owner or occupier of the factory and where a person has been named as Manger of the Factory Act, 1948, the person so named.
- (iii) -----.
- (iv) In relation to any other estt., any person responsible for the supervision and control of the estt.

3. Display of notice regarding wages, etc.- The contractor shall before he commences his work on contract, display and correctly maintain and continue to display correctly maintained in a clean and legible condition in conspicuous places on the work, notice in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rate of wages which fixed under the Minimum Wages Act, the actual wages being paid, the Hours of work for which such wages are earned, wage periods, date of payment of wages and other relevant information as per Appendix' A'.

4. Payment of wages: - (i) The contractor shall fix wage period in respect of which wages shall be payable.

(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment or by a Contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after day after last day of the period in respect of which the wages are payable.

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

(v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period final payments shall be made within 48 hours of the last working day.

(vi) Wages due to every worker shall be paid to hi direct or other person authorized by him in this behalf.

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

(viii) Wages shall be paid without any deductions of any kind except those specified by the Himachal Pradesh Government by general or special order in this behalf or permissible under the payment of Wages Act, 1936.

(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

(x) It shall be the duty of contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized reprehensive of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

(xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages"; or the " wqge-cum-Muster Roll" as the case may be in the following form.

"Certified that the amount shown in column No. .... Has been paid to the workmen concerned in my presence on.... At....

5. Fines and deductions which may he made from wages.- (i) The wages of a worker shall be paid lo him without any deductions of any kind except the following: -

(a) Fines.

(b) Deductions for absence from duty i.e. from the place or the laces 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) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall been entered in a register.

(e) Any other deduction which the Himachal Pradesh Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as has been approved by present Authority under Payment of Wages Act 1936.

Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix I.

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

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6. Labour Records.- (i) The Principal employer/contractor shall maintain a "Register of Persons Employed" on the work on contract in Form XIII of the CL (R & A) Himachal Pradesh Rules, 1974 (Appendix-B).
- (ii) The contractor shall maintain a "Muster Roll" register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R & A) Himachal Pradesh Rules, 1974 (Appendix-C)
- (iii) The contractor shall maintain a "Wages Register" in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R & A) Rules, 1974 (Appendix-C).
- (iv) Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place by the same shall include the following particulars' -
- (a) Full particulars of the laborers who met with accident.
  - (b) Rate of wages.
  - (c) Sex.
  - (d) Age.
  - (e) Nature of accident and cause of accident.
  - (f) Time and date of accident.
  - (g) Date and time when admitted in Hospital.
  - (h) Date of discharge from the Hospital.
  - (i) Period of treatment and result of treatment.
  - (j) Percentage of loss of earning capacity as assessed by medical Officer.
  - (k) Claim required to be paid under Workmen's Compensation Act.
  - (l) Date of payment of compensation.
  - (m) Amount paid with details of the person to whom the same was paid.
  - (n) Authority by whom the compensation was assessed.
  - (o) Remarks.
- (v) Register of fines. - The contractor shall maintain a "Register of fines" in the Form XII of CL (R & A) Rules, 1974 (Appendix-H).

The contractor shall display in a good condition and in a conspicuous place of work the approve list of Acts and Omissions for which fines can be imposed (Appendix-I)

- (vi) Register of Deduction - The contractor shall maintain a "Register of Deduction" for the damage or loss in form XX of the CL (R & A) Rules, 1974 (Appendix-J).
- (vii) Register of Advances. - The contractor shall maintain a "Register of Advance" in form XXII of the CL (R & A) Rules, 1974 (Appendix-K).
- (viii) Register of overtime. - The contractor shall maintain a "Register of Overtime" in Form XXIII of CL (R & A) Rules, 1974 (Appendix-L).
- (ix) ANNUAL HALF YEARLY RETURNS: - Every contractor is to sent half yearly return in form No. XXIV (in duplicate) which should reach the licensing officer within 30 days from the close of the half year.

Every Principal Employer of registered estt. is also to send annually a return in Form No. XXV (in duplicate) so as reach the Registering Officer by the 15 Feb. following the end of the year which it relates.

Note: - Any person required to produce any document or thing or to give any information required shall deemed to be legally bound to do so within the meaning of section 175 and 176 of the Indian Penal Code.

The provision of the code of criminal procedure, 1989 shall so far as may be apply to any search or seizure made under the authority of WA (Rent) issued under section 94 of the said code.

RETURNS: -

All registers viz deduction register form-I, Fine Register form-II, Overtime register of wages, Register of employees in form VII and Muster Roll in form VI has to be preserved for period of three years after the date of last entry made therein. Every employer is required to send annually a return in form-III so as to reach by 1<sup>st</sup> Feb. following the end of the year to which it relates.

7. Attendance Card-cum-Wage-Slip. -

- (i) The contractor shall issue an attendance card-cum wage-slip to each workman employed by him in the /specimen form at (Appendix-E).
- (ii) The card shall be valid for each wages period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day. Once at the commencement of the day and again after the rest interval, before the actual starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the waged slip potion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb-impress in of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

8. Employment Card. - The contractor shall issue an Employment Card in Form XIV of the CL (R & A) Himachal Pradesh Rules, 1974 to each worker within three days of the, employment of the worker (Appendix-F).
9. Service Certificate. - All termination of employment for any reason whatsoever the contractor shall issue to the workmen whose services have been terminated, a service certification in Form XV of the CL (R & A) Himachal Pradesh Rules, 1974 (Appendix-G).
10. Preservation of Labour Records. - All record required to be maintained under Regulation Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge. Labour Officer or any other officers authorized by the Himachal Pradesh Government in this behalf.
11. Power of Labour Officer to make investigations or enquiry. - The Labour Officer or any other person authorized by the Himachal Pradesh Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.
12. Report of Labour Officer. - The Labour Officer or other persons authorized as aforesaid shall submit a report of result of is investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under clause 12 of these regulations actual payment to laborers will be made by the Executive Engineer after Regional Labour Commissioner or any other officer authorized by him has given his decision on such appeal:
- (a) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report of the report from the labour Officer or the Superintending Engineer as the case may be.
13. Appeal against the decision of Labour Officer . - Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner or any other Offier authorized by him within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal the decision of the officer shall be final and binding upon the contractor.
14. Prohibition regarding representation through lawyer. - (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulation by-
- (a) An officer of a registered trade union of which he is a member.
- (b) An officer of a federation of trade unions referred to in clause (a) is affiliated.
- (c) Where the employer is not a member of any "association of employers, by an officer of association of employer connected with or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.
15. Inspection of books and slips. - The contractor shall allow inspection of all the prescribed labour records to any of his workers to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Himachal Pradesh Government on his behalf.
16. Submission of returns.- The contractor shall submit periodical returns may be specified from time to time.
17. Register of unpaid wages. - The contractor shall maintain a register of unpaid wages in such form as may be convenient at the palace of work but the same shall include the following particulars. -
- i. Full particulars of the laborers whose wages have been paid.
  - ii. Reference number of the muster roll and wages register.
  - iii. Rate of wages.
  - iv. Wages period.
  - v. Total amount not paid.
  - vi. Reasons for not making payment.
  - vii. How the amount or unpaid wages was utilized.
  - viii. Acquittance with
18. Amendments. - The Himachal Pradesh Government may, from time to time add to or amend the regulations and on any questions as to the application, interpenetration or effect of those regulations the decision of the Labour Commissioner concerned in that behalf shall be final.

**FORM 1**  
**REGISTER OF FINES [REGULATION 10 (1)]**

Sr. No.	Name	Father's/Husband Name	Sex	Deptt.	Nature and day of the offence for which fine imposed.	Whether work man shown cause against fine or not if so, enter date.	Rate wages	Date on amount of fine imposed.	Date on which fine Realised.	Remarks.
1	2	3	4	5	6	7	8	9	10	11
						NIL				

**FORM II**  
**REGISTERTION 19 (1) (Employer)**  
**REGISTER OF DEDUCTION FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE**  
**NEGLECT OR DEFAULT OF THE EMPLOYED PERSON.**

Sr. No.	Name	Father's/Husband Name	Sex	Deptt.	Damage of loss caused with date.	Whether work man shown cause against fine or not if so, enter date.	Date and amount of deduction.	No. of instalments if any.	Date on which amount released.	Remarks.
1	2	3	4	5	6	7	8	9	10	11
						NIL				

**FORM III**  
**EMPLOYMENT CARD [REGULATION 6 (iii)]**

Name and Sex of the worker \_\_\_\_\_ Age or date of birth \_\_\_\_\_

Father's Name \_\_\_\_\_ Identification marks \_\_\_\_\_

Address \_\_\_\_\_

Particulars of next of kin (wife and children) if any or of dependent next of kin in case of the worker who has no wife or child:

Name \_\_\_\_\_

Sr. No.	Name and address of employer (Specify whether a contractor or sub contractor)	Particulars of location of work site and description of work done.	Total period for which the worker employed (from.... To.....)	Actual number of days worked.	Leave taken (Number of days should be specified).
1	2	3	4	5	6
		-----NIL-----			

**Back side of the card**

Give SI. No. as on reverse	Nature of work done by by peiod by.	Wage period	Wages rate (with particulars of units in case of piecework).	Total wage earned by the worker during shown under column.(5)	Remarks.	Signature of Employer
7	8	9	10	11	12	13
		-----NIL-----				

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

**PROFORMA FOR CEMENT REGISTER**

Date of Receipt	Particular of receipt		Date of issues	Particulars of issues		
	Quantity received	Progressive Total		Qty. issued.	Item of work which is issued.	Quantity returned at the end of the day.
1	2	3	4	5	6	7
		-----Nil-----				

Total issue	Daily balance	Contractor's Initial	Remarks		
			J.E's. initial	A.E.'a initials	A.E. & E.E. Period Check
8	9	10	11	12	13
		-----Nil-----			

### GENERAL SPECIFICATION AND CONDITIONS

1. While tendering for the work the contractor is supposed to have seen the site of work and no special claims on account of difficulties arising due to the site will be entertained.
2. The work shall be carried out in manner complying in all respects with the requirements of relevant bye-laws of the local bodies in whose jurisdiction the work is situated.
3. Hard stone and other materials shall be obtained from approved quarries. Royalties, taxes, Municipal Octroi other incidental charges/connected with supply to the site of work shall be borne by the contractor himself.
4. When any surplus earth is to be disposed of the site where the earth would be disposed of should be got approved from Engineer –in Charge in writing before undertaking the work. The disposed of rubbish and alba due to construction work will be the contractors responsibility and nothing shall be paid extra for this disposal.
5. Owing the difficulty in obtaining obtain material in open market the Government have and undertaken to supply materials specified n page 27 of the tender form at the rates stated therein. There may be delay in obtaining the material by the department and the contractor is therefore to keep himself in touch with day-to-day position regarding supply of material from the Engineer-in-charge and so adjust the progress of the work that his labour may not remain idle, It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.
6. The contractor must ensure before taking delivery of materials from stores that these are n good condition and no claim on account of the materials being defective will be entertained later on. If these are delivered at any other site than specified in the agreement, the difference due to carriage will be adjusted accordingly.
7. The cement shall be stocked by the contractor in a separate godown built by him at his cost having waterproof was and floor consisting of layer of dry bricks/stone laid on wall consolidated earth at least one foot above ground level. These stocks shall be in rows of 3 bags deep and 10 bas high and with minimum 2 feet clear space ground as per sketch. The bags shall be placed horizontally continuous in each line. Nothing extra will be paid for this.
8. The contractors shall be required to make double lock arrangement for storage of cement and other valuable material at site of work. One key will remain in the custody of Junior Engineer in charge on the work and other with the representatives of the contractor and locking arrangement should be such that godown cannot be opened unless both the contractor and Junior Engineer are present. The issue account of all materials issued by the department will be maintained properly and should be presented for scrutiny wherever demanded by the department officers. The contractor will however remain responsible for the safe custody as usual.
9. No hand mixing of the concrete will be allowed. The contractor will have to arrange for the concrete mixer himself. Concrete mixer if available with the department shall be issued to the contractor at the site at Rs. - **NIL** - per full working day. If the mixer is utilized for less than 3 hours half the charges for that day will recovered from the contractor watch and wards of the concretes mixer for the days it remains on the work site(whether working or idle) will be the responsibility of the contractor and nothing extra on this account will be paid to the contractor.
10. Hire charges will include the services of the Driver and Cleaner as required and cost of lubricants, stores for cleaning purpose. All other charges, such as cost of coal, fire wood, matches, diesel oil petrol, kerosene oil etc. for running and working of the mixer, pay of chowkidar for guarding the mixer at night shall however be borne by the contractor. All

losses to the machinery due to negligence or theft except for fair wear, and tear shall be the responsibility of the contractor.

11. I&PH department trucks if available shall be issued at Rs. Not available per kilometer whether empty or loaded with minimum charges of Rs. Not available per day working hour. If the I&PH department truck are not available or are not sufficient or meet the requirement of contractor, the department will help the contractor for arranging trucks from the transport department provided written request is made for the same by the contractor. In such circumstances the contractor will have to pay the amount as per debit raised by the Transport Department. The contractor will have also to pay token Tax to the H.R.T.C for the period, in case the uses the department IPH trucks on his request for bonafide work according to the rate fixed by the corporation. The receipt of payment of Token Tax to the HRTC will have to be produce by the contractor the Engineer-in-charge of the work at the time of receiving payment for the work done.
12. In addition to hire charges of department trucks, the contractor will have to pay the goods tax on approved rates under Goods Taxation Act. 1955 to the Excise and Taxation Department for the period departmental trucks/truck are/is hired by them/him for bonafied use on the work. The contractor will have to produce necessary receipt in token of having paid the Goods Tax to the concerned department before receiving the payment from the Engineer-in-charge.
13. The contractor shall also be responsible for watch and ward of other materials issued in him. If contractor fails to provide sufficient fencing, lighting and watch to the satisfaction of the Engineer-in-charge, the later after notice to the contractor will provide sufficient fencing, lighting and watching staff. The cost so shall be deducted from the contractor but such action on the part of the Engineer-in-charge in providing sufficient fencing, lighting and watching shall not relieve the contractor from responsibilities for damages caused by the failure on his part.
14. No payment shall be made to the contractor for any damage caused to work or material by rain/snow or floods or due to any other cause. Whatsoever, during the execution of work and no such claim on this account shall be entertained. He will have to make good all such damages.
15. The contractors shall not deposit materials on any site which will seriously caused in convenience to the public. The Engineer-in-charge may require the contractor to remove any material which is considered by him to be a source of danger or inconvenience to the public cause at his cost.
16. Recovery for damaged material due to defective issued by the department will be recovered from the contractor at double the issue rate. No claim on this account be entertained.
17. The contractor should obtain permission from the Executive Engineer for extracting stones from road side or approved quarries and Rs. - NIL - % cum will be recovered from him on account of royalty charges for the stones quarries within the acquired with in the road the royally for stones quarried beyond the acquired width of road shall be paid directly by contractor to the concerned department/owner.
18. The contractor shall be responsible to make good the damages caused to the land and building of private persons which are continuous of otherwise adjacent to the premises on which the works or any part of it is being executed and on his failure to do so, the same will be made good by the Engineer-in-charge at the cost of contractor , during execution of any private property is damaged through the contractor, the cost thereof claim on account of such damage is liable to be recovered from the contractor.
19. The contractor will produce a certified copy from the industries Department that the reality has been paid by him on account of excavation of stones and sand from other than I&PH roads or alternatively recovery of material excavated and utilized in the construction as per the billed quantities shall be recovered by the department.
20. Any damages during the execution of work will be responsibility of the contractor and he will have to restore such damages at his own cost and nothing will be paid by the department on this account.
21. When a road has to be closed to traffic a clear notice of at least 7 days shall be given by the contractor to the Executive Engineer who shall notify it to the Police Authorities and the Transport Department adequate number of sign boards for diversion of the traffic shall be arranged and fixed by the contractor at his own cost.
22. A notice board" Road Closed" shall be placed at each barrier by day and provided by three red lanterns by night. The lanterns should be of standard square pattern.
23. Sample of all to be used on the work shall be submitted for approval to the Engineer-in-charge before hand. The same principle will hold for all the items of work.
24. The design of shuttering must be submitted by the contractor to the Engineer-in-charge before hand for obtaining his written approval before erection of the same. The contractor shall be entirely responsible for the failure of the shuttering due to non-compliance of the instruction and due to imperfection in erection and execution.
25. All reinforcements has to be placed in the position as shown in the drawings. In case any reinforcement is found to have been misplaced/displaced, the contractor alone will be responsible for the same. The Engineer-in-charge will be liberty to reject all such work is sub-standard or to deduct for reduction due to wrong placing.
26. All jungle clearance such as shuns etc. will be done y the contractor at his own cost but the trees big or small shall be felled without prior permission. Cost of damage to the forest to any other government of private properties will be made good by the contractor at his own cost recovery shall be made from his bills.



27. The contractor shall produce a labour clearance certified from the labour Inspector concerned before final payment is released to him.
28. The contractor shall himself remain or keep his duly authorized representatives at site during all working hours of execution to reject instructions from Engineer-in-charge to carry out work accordingly.
29. All materials brought to the site of work during the period of construction should be slacked properly as per instruction issued by the Engineer-in-charge.
30. The Engineer-in-charge will be at liberty to debit the contract account with any dues outstanding against him in respect of some other work entrusted to him in the Himachal Pradesh IPH Department.
31. In case the contractor obtains a route permit for playing his own or hired trucks for the carriage of materials the site to work, he shall render full account of the carriage work done him fully supported with the log book of the vehicles weekly, failing which he will be liable to pay fine at the rate of Rs. 5 per day for extra days that the truck has plied.
32. The rates of different items are for all heights, depths and widths unless otherwise specified against the items.
33. For testing the strength of concrete, cubes shall be prepared by the contractor under the supervision of an officer of the department not below the rank of S/divisional Officer. Samples of concrete and its testing shall be done as per HP I & PH department specification and also as per relevant I.S.S codes of practice and testing in a recognized laboratory approved by the Engineer-in-charge. The cost of making cubes, carrying to laboratory and laboratory charges shall be borne by the contractor. The contractor shall however, abide by the decision of the Engineer-in-charge. In case the result of test show the work not up to the specified, standard, contractor will carry out any order necessitated thereby at his own cost.
34. The contractor shall get frames and other items of wood work approved by the Engineer-in-charge before fixing the same. All wood work shall be done out of property seasoned wood the wood work should not be painted or treated in any other way until it is approved by the engineer-in-charge.
35. The samples of iron fittings and other fittings i.e. fan clamp hook, rings wooden hand rail, iron railing, paint of different shades, marble chips etc. shall be approved by the Engineer-in-charge.
36. In case where brick work is exposed and is required to be furnished with pointed or otherwise selected bricks should be used and nothing extra will be paid to the contractor on this account.
37. In case of brick masonry items the classification of brick brought by the contractor shall strictly confirmed to the printed I&PH department specifications referred to above irrespective of the classifications shown on the permit if any issued to the contractor by the department. The contractor shall have not claim whatsoever on this account.
38. The contractor shall clean the site properly after the completion of the work.
39. The contractor shall maintain in good condition all work during execution till completion of entire work allotted to the contractor.
40. The contractor must take all precaution to avoid all accidents by exhibiting day and night, necessary sign boards. Speed limit boards, red flags and red lights and providing barrier. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
41. Any department officer is authorized to have access to the godown for purpose of inspection of materials at any time any materials which inspecting officer may point out as being below required standard will be removed entirely at once from the site of work by the contractor and not used in government work. No claim on this account shall be entertained.
42. Wherever pipes are to be fixed to wall of RCC surface, the contractor may be retired to use raw plugs for which nothing extra shall be payable. The contractor shall ensure the vertical pipes are truly vertical and horizontal.
43. In the event of dispute of any kind arising out of this contract the law court at the District Headquarter of the Engineer-in-charge High Court of Himachal Pradesh, Shimla have the legal jurisdiction. This condition will, however, not interfere with the arbitration clause of the contract agreement.
44. The contractor shall allow deduction of Income Tax at source as required under section 184 C of the Income Tax Act, 1961 as inserted by the Finance Act, 1972.
45. For items not covered by the relevant I&PH Department specifications, relevant I.S.I standards for works shall be followed.
46. The structural and architectural drawings, shall at all times be properly corrected before executing any works.
47. The contractor shall, make his own arrangements for obtaining electric connections, if required and make necessary payments directly to the department concerned.
48. Other agencies will also simultaneously execute the works like electrification, horticulture or external services and other building works for the project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.

49. Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, materials etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
50. M.S bars street, flats, trees, angels, etc. will be issued in lengths as available in the stores. No claim on this account shall be entertained.
51. The contractor shall give a performance test of the entire installations ( as per standard specification, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractors for the test.
52. The item of providing and fixing angle iron frames for doors. Windows etc. includes the cost of lugs, cement concrete blocks and 10mm dia M.S Bar at the bottom of frames. No payment shall be made for these items separately only the weight of iron frame shall be calculated and paid under the provision of this item.
53. R.C.C for parapets and over head tanks etc. shall be measured and paid for in the floor just below whereas R.C.C work concerned with mummy and machine rooms etc. shall be paid in the floor next above the main terraces of the building e.g. for a six storeyed block R.C.C above floor six upto floor six up to seven level and RCC work for machine rooms and mummy shall be measured and paid under the relevant items of RCC above floor seven and up to floor eight level.

#### **ADDITIONAL SPECIFICATION FOR STONE HOLCK MASONRY**

54. The various steps in casting the stone masonry block:-
  - (i) Apply oil grease and kerosene oil (1:4 ratio) on the casting platform and place the moulds in row.
  - (ii) Arrange large stones 12cm size or so inside the mould generally two or three stones will be laid.
  - (iii) Fill up the gapes between the stones place in lower portion of the mould upto a height of about 5cm. With cement concrete of mix 1:5:8 (1 cement 5 coarse sand 8 graded stone) aggregate 10 mm nominal size and compact by travel.
  - (iv) Fill up the remaining portion by placing 75mm to 60mm pieces in gaps and again pour the same cement concrete mix upto top vibrate or compact by roding and tamping.
  - (v) In case of steel mould, the demoulding is done immediately after casting the block by pulling a wooden piece on top of the block cast and pulling the mould up. In timber mould which is used to cast 5 to 7 block at a time, the sides are removed first and then portion plates pushes two at a time in opposite directions about half an hour after casting the blocks. On the next day of casting the blocks are turned up side down stone texture kept exposed. The blocks are removed and cured with water for 7 days and air dried for 21 days before using in masonry.

**Testing:-** For carrying out compressive strength test three samples of stones masonry block shall be taken at random from a lot of 25000 blocks. The block shall have minimum average compressive strength of 75kg/cum after 7 days after cutting and then 21 days air drying compressive strength of any individual stone masonry block shall not fall the average compressive strength by more than 20%. In case the average the average strength of block is found to be less than required decision of the Engineer-in-charge whether to reject the whole lot of stone masonry blocks or accept the same at reduced shall be final.

**Signature of Contractor.**

**Executive Engineer,  
I&PH Division, Chamba**