Job1

I.P.H. / P.W.D. 8

GOVERNMENT OF HIMACHAL PRADESH
IRRIGATION & PUBIC HEALTH
DEPARTMENT

Division : Fatehpur Sub Division :

ITEM RATE – TENDER AND CONTRACT FOR WORKS FOR THE G UIDANCE OF CONTRACTORS GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender pasted on public places signed by the Executive Engineer. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the percentage at which the Security deposit shall be deducted from the bills of the successful tenderer. Copies of the specification, designs drawing and a schedule of quantities and the rates of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be opened for the inspection by the contractor in the office of the Executive engineer of concerned division during office hours.

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

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

4. Any person who submits tender shall fill up the usual printed form stating at how much percent above or below the estimated rated specified in rule 1, he is willing to undertake the work. Only one rate of percentage more or less all the estimated rates / scheduled rates shall be named. Tenders which proposes any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out for the work or which contain any other condition or any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for tow or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelop. How much percent above or below the estimated rates specified in the Rule No. 1, he is willing to undertake the work only rate of percentage more or less at the estimated rates / Scheduled rates shall be varied.

or

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

5. The Executive Engineer or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in Comparative Statement in a suitable form. In the event of a tender being accepted receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and the document mentioned in rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making same.

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

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

8. The memorandum or work tendered for and the schedule of materials to be supplied by the Public Works Department ad their issues rates shall be filled in, completed in the office of the Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in he shall request the office to have this done before he competes and delivers his tender.

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

10. The tenderer shall sign a declaration under the officials secret act for maintaining secrecy of the tender documents drawing other records connected with the work given to them. The Unsuccessful tenderer shall return all the drawings when given to them.

DECLARATION

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

ITEM RATE TENDER FOR WORKS

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

NAME OF WORK:- Name of work:- Providing functional house tap (FHTC) connection in village Patta Jattian, Jhumb Khas, Takoli etc. through proposed LWSS Patta Jattian in Tehsil Fatehpur district Kangra HP under Jal Jeevan Mission. (SH: Providing and installation of FHTC (Functional Household Tap connection) to Jakhara, Jhulahar, Palli etc. habitations under Fatehpur constituency area. General description: **As Above** _____

(a) Estimated cost Rs:__ ***4,91,157-/-***_____

(c) Earnest Money Rs.: **9823/-** **/-**_____

(d) Security deposit: _____

(e) Time Period:- 15 days

AMOUNT OF EARNEST MONEY TO BE DEPOSITED WITH EACH TENDER

2-1/2 (two and half percent) of the estimated cost put to tender subject to maximum limit of Rs. 50,000 (Fifty Thousand)

Security deposits will be at uniform rate of 10% of the tendered amount subject to maximum of Rs. 1 lakh only.

The Security Deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the Earnest money , deposited in the shape of National Saving Certificate in any of the Post office in H.P. at the time of tender, will be treated as part of security deposits. The security deposit will also deposited in the shape of National Saving Certificate pledged in favour of Engineer – In – Charge in any of the Post Office in H.P.

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

(e) Time allowed for the work from the 15th day after the date of written order to commence **One Month** 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 said conditions annexed here to 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 condition . Bid security Cost/ earnest money amounting to **Rs.7973/-**, shall be deposited through online mode (e-payment) with website https://hptenders.gov.in. If / We fail to commence the works specified in the above memorandum , I/We agree that the said Governor or his successors in office shall , without prejudice to any other right or remedy , be at liberty to forfeit the said Earnest money absolutely , otherwise the said earnest money shall be retained by him towards security deposit mentioned against clause (d) of the above mentioned memorandum .

(ii) To execute all the work referred to in the tender documents upon the terms and conditions contained or referred to there in and to carry out such deviations as may be ordered , up to a , maximum of 30% at the rate quoted in the tender documents and those in excess of that limit at the rates to be determined in the accordance with the provisions contained in clause 12-A of the tender form .

EXEMPTION FROM THE PAYMENT OF EARNEST MONEY :

I/We have already furnished security to the Governor of H.P. in lieu of earnest money and have deposited with the Chief Engineer/ in Chief HP IPH Shimla , a lump sum security of Rs. 5,000/- as earnest money in individual cases and I/We therefore claim exemption in terms of bond executed by me / us and bearing No..... dated the ..... day of ..... against necessity of depositing earnest money in respect of the above tender for work . I/We agree that should I/We fail to commence the work specified in the above memorandum as the amount equal to the amount for the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Governor of HP and the same may at the option of the Governor of HP be recovered out of the deposit in so far as the same may extend in terms of the said Bond and in the event of deficiency out of any other moneys due to me / us otherwise .

Dated the ..... day of ..... Signature of the Contractor

Witness.....

Address.....

Occupation .....

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

Signature of contractor before submission of tender .

Signature of witness to contractor's signature

Contractor

Executive Engineer
Irriga.& P.H. Division
Fatehpur (H.P.)

CONDITION OF CONTRACT

DEFINITION :-

(1) The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Governor of H.P. and the Contractor , together with the documents referred to there in including these conditions , the specifications , designs , drawings and instructions , issued from time to time by the Engineer-in-Charge and all these document taken together , shall be deemed to form one contract and shall be complementary to one another .

(2) In the contract the following expressions shall , unless the context otherwise requires , have the meanings , here by respectively assigned to them .

(a) The expression 'work' or " Works" shall , unless the something in the subject or context, repugnant such construction , be constructed 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 , may be allotted or through used for the purpose of carrying out the contract .

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

(e) The 'Engineer-in-Charge' means the Executive Engineer or Assistant Engineer 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 Government of H.P. or H.P .Government shall mean the Governor of H.P.

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

CLAUSE-1: Security Deposit

The person/persons whose tenders(s) may be accepted here after 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 along .

(i) In the case of work costing more than Rs. 5,00,000/- to 10% of the work .

(ii) In case of works costing more than of Rs. 5,00,000/- up to Rs. 10,00,000/- and 7.5% of the amount in excess of Rs. 5 lakhs more than 10,00,000/- and 5% of the amount in excess of Rs. 10 lakhs .

(iii) In security amount in excess of Rs. 2 lakhs can be given in shape of National Saving Certificate of Fix deposit, receipt, duly pledged in favour of the Executive Engineer .

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

Such deductions to be held by Government by way of Security Deposit . Provided always that the government for this purpose shall be entitled to recover 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 are a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by Government on any account what so ever and in the event of his Security Deposit being reduced by reason of any such deductions or sale or aforesaid, the contractor shall within 10 days make good in the shape of National Saving Certificate/ Time Deposit Amount/ Post Office Saving Account in any of the Post Office in H.P. 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 Amount / Post Office Saving Account in any of the Post Office in H.P. at the time of tender will be treated part of the security deposit .

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

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

CLAUSE-2 COMPENSATION FOR DELAY

The time allowed for carrying out the 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 days after the date on which the order to commence the work is issued to the contractor . The work shall throughout the stipulated period of the contract the proceeded with all due diligence and the contractor shall pay as Compensation as amount equal to one percent of such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the amount of the tendered cost of the whole work as shown in the tender for every day that the work remains uncommented 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 job to complete one eighth of the whole of the work .

Before one forth of the whole time allowed under the contract has elapsed, three-eighth of the work, before on half of such time has elapsed and three fourth of the work, before of such time as elapsed .

However for special jobs if a time -schedule has been submitted by the contractor and the same has been accepted by Engineer-in-charge, the contractor shall comply with the said time schedule . In the event of the, contractor failing to comply with his 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 cost of the work as shown in the tender .

CLAUSE-3:- The Engineer-in-charge may without prejudice to this against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudices to any rights or remedial under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following case .

(i) If the contractor having been given by the Engineer-in-charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of the 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 the date .

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

(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.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Governor of Himachal Pradesh shall have powers :-

(a) To determine or rescine the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence) . Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Government .

(b) To employ labour paid by the IPH Department and to supply materials to carry out the works or any part of the work deleting the contractor, with at the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the 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 Executive Engineer as to the value of the work done shall be final and conclusive against the contract or provided also that if the expenses incurred by the department are less than the amount payable to the contractor at this agreement rates, the differences shall not be paid to the contractor .

(c) After giving the notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract or any account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be .

In the event of any one or more of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases all procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract . And in case action is taken under any of the provisions aforesaid, the contract shall not be entitled to recover or be paid any sum of any work thereto for actually performed under the contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified .

Contractor of remain liable to pay compensation if action not taken under clause 3 powers to or take possession of or removal of contractors plant .

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 wavier of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected . In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the proceeding . Clause he may, if he show desires after giving a notice in writing to the contractor take possession of (or at the sole discretion of the Engineer-in-charge which shall be final) use as on hire (the amount of hire money being also in the final determination of the Engineer-in-charge) all or any tools, plant, materials and stores, in or upon the works of site thereof, belonging to the contractor, or procured by contractor if intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rates to be certified by the Engineer-in -charge ,whose certificate thereof shall be final, otherwise the Engineer- in charge by notice in writing may order the contractor or his clerk or the works foreman or other authorize 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 expenses 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-Incharge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE-5: EXTENSION OF TIME

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

CLAUSE-6: COMPLETION CERTIFICATE

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

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

N.B. Ten days will apply in the case of work at the head quarters of the Engineer -in -charge and thirty days will apply in the case of works at a station under then the headquarters of Engineer -in-charge .

CLAUSE-7 : Payment of interment at certificate to be regarded as advance. No payment shall be made for work estimated cost rupees five thousand or less till after the whole or the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof than executed to the satisfaction of the Engineer- in -charge whose certificate of the sum so payable shall be final and conclusive against the 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 reconstruction or re - erected or be considered as an admission of the due performance of the contract, or any part thereof, in any respect or the accruing of any claim, 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 the completion of the work or of the date certificate of completion furnished by the additional items is up to Rs. 2 Lakhs and in 6 month of the same exceeds Rs. 2 Lakhs of the submission of the bill. If there shall be any dispute about any items or times of the work then the undisputed item or items only shall be paid within the said period of three month or six months as the case may be. The contractor shall submit a list of the disputed item within the 30 days from the disallowance thereof and if he fails, to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE-7A: Whenever there is likely to be delay in recording detailed measurements for making a running payments in the case of residential buildings, advance payments without detailed measurements for work done other than foundation and finishing items up to

(a) Lintel level (including sun shade etc.) and

(b) Slab level for each floor worked out as 75% of the tendered rates may be made in running accounts bills by the Engineer- in -charge , in his direction on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed up to 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: Bill to be Submitted Monthly

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

CLAUSE-8A: Contractor's to be given a week to file objections to the measurements recorded by Department before taking any measurement of any work as has been referred to in clause 6,7 and 8 hereto the Engineer -in-charge or a subordinate deputed by him shall give reasonable notice to the contractor .If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference with in a week from the date of measurement in the manner required by the Engineer -in-charge then in any such event the measurements taken by the Engineer -in-charge or by the subordinate deputed by him as the case may shall be final and binding on the contractor and the contractor shall have no right to dispute the same .

CLAUSE 9: Bill to be on Printed Forms

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

CLAUSE 9A : Payment of Contractors Bills to Bank

Payment due to the contractor may, if so desired by him be made to his bank instead of direct to him , provided that the contractor furnishes to the Engineer -in- charge (1) authorization in the form of a legally valid document such as a power of attorney conferring authority of the bank to receive 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 decrement by such bank shall constitute discharge for the payment the contractor should wherever possible, present his duly receipted and discharged through his bankers.

CLAUSE 10 : Stores Supplied by Government

If the specifications of schedule of items provided for the use of any special materials to be supplied from Engineer-in -charge 's stores , or if it is required that the contractor shall use certain stores to be provided by the Engineer - in -charge as shown in the schedule of materials here to annexed, the contractor shall be bound to procure and shall be supplied such material and stores as are from time to time required to be used by him for the purpose of contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or 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 time of the completion or termination in the contact shall be returned to the Engineer- in - charge at a place directed by him , if by a notice in writing under no hand be hand be shall so require but the contractor shall not be entitled to return any such material 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 ort for any wastage in or damages to any such materials. On being required to return the store material the contractor shall hand over the stores / material on being paid or credited such prize as the Engineer- in- Charge shall determine having due regard to the condition for the stores / materials . The price allowed to the contractor , however , shall not exceed the amount charged to him excluding the storage if any . The decision of the Engineer - in -charge shall be final and conclusive . In the event of breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to account for contravention of the terms and of the licenses or permit and / or for criminal breach of trust be liable to Govt. for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non - supply thereof of all or any such material and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Govt. within the scheduled time for completion of the work plus 50 percent 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 rest of the work the contractor shall be entitled to such extension of time as may be determined by the Engineer - in- charge whose decision in this regard shall be final .

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

CLAUSE 10 -A: The Engineer - in -charge shall have full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specification 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 damages that may happen or arise to such materials. The Engineer -in-charges shall also have full powers to require other proper material to be substituted there of and in case of default the Engineer -in-charge may cause the same to be supplied and al costs which may attend such removal and substitution are to be borne by the contractor.

CLAUSE10-B: The contractor on singing and indenture in the specified by the Engineer -in-charge shall be entitled to be paid during the progress of the execution of the work up to 75% of the estimated value of any material which are in the opinion of the Engineer -in-charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are in adequately stored and /or protected against damage by weather or other cause but which have not at the time of advance been incorporated in the work. When materials on account of which 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 for this contract.

CLAUSE10-C:Price Escalation

If during the progress of the works, the price of any materials incorporated in the works ,(not being a material supplied from the Engineer -in -charge 's stores in accordance with clause 10 here of and /or wages of labour increases as direct result of the coming into force of any fresh law, or statutory rule order (but not due it any changes in sales tax)and such increases exceeds 10%of the price and for

wages prevailing at the time of acceptance of the tender for the works ,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 in the execution of the work such increased wages, then the amount of the contract shall accordingly be varied ;provide always that any increases so payable is not ,in the opinion of the Superintending Engineer (whose decision shall be final and binding) attributable to delay in the execution of the contract with in the control of the contractor.

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

The contractor shall ,for the purpose of the 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 duly authorized representative of Govt. and further shall , at the request to the Engineer -in -charge furnish , verified in such a manner as the Engineer -in -charge may require any documents so kept and such other information as the Engineer - in - charge mat require . The contractor shall, within a reasonable time of his becoming aware of any alternation in the price of any such material and / or wages of labour, give notice thereof to the Engineer -in -charge stating that the same is given pursuant to this conditions together with all information relating thereto which he may be in a position to supply .

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

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

CLAUSE 10 E: (i) Tendered rates are inclusive of all taxes and levies payable under the respective statutes .However pursuant to the constitution (Forty Sixth Amendment) Act., 1982 . If any further tax or levy is imposed by Statutes , after the date receipt of tenders and the contractors there upon necessarily and properly pays such taxes / levies the contractor shall reimburse the amount so paid provided such payment , if any , is not in the opinion of Superintending Engineer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor .

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

(iii) The contractor shall within a period of 30 days of imposition of any further tax or levy . Pursuant to the constitution (Forty Six Amendment) Act, 1982 give a written notice thereof to the Engineer -in -charge that the same is given pursuant to this condition together with all necessary information relating thereto.

RETURN OF EMPTY CEMENT BAGS:

CLAUSE 10 F: (i) The recovery rate of cement is inclusive of cost of jute or paper bags . The contractor shall have to return at least ninety percent of the cement jute bags in serviceable condition to the bag collecting agents . The payment for the cost of empty cement bags will be made to the contractor by the bag collecting aments at the prevailing rate as fixed of 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 letter head from the authorized bag collecting agents as proof for the number of bags returned by him. The certificate must be produced by him while claiming payment against each running bill .In case , the number of serviceable bags returned is less than 90% of the bags issued compensation at the rate of rupee 1.26 per bags returned short of the minimum number shall be recovered from the contractor .

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

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

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

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner both as regards materials and every respect in strict accordance with the specifications .The contractor shall also conform exactly , fully and faithfully to the designs , drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the specification, and of all such designs ,drawings and instructions as are not included in the H.P.IPH Department compilation entitled specification of work 1987 Vol - I in force from time to time or any other publication on general specification referred to elsewhere in the contract .

CALUSE 12: Alterations in Specifications and Designs .

The Engineer-in-charge shall have power to make any alteration in , omission from additions to or substitution for , the original specification , drawing designs and instructions , that may appear to him to be necessary during the progress of the work , and the contractor shall carry out the work in accordance with any instructions witch may be given to him in writing signed by the Engineer-in -charge , and such alterations , omission , additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out the contractor on the same conditions in all respect on which he agreed to do the main work . The time for the completion of the work shall be extended in the proportion that the altered ,additional or substituted work bears to the original contract work ,and the certificate of the Engineer-in-charge shall be conclusive as to such proportion .Over an above this , a further period to the extent of 25% of the time so extended shall be allowed to the contractor .The rates for such additional , altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

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

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

(iii) If the altered , additional or substituted work includes any work for which no rate is specified in the contract for the work and can not be derived from the similar class of work in the contract then such work be carried out the rates entered in H.P. Schedule of Rates with up to the date correction of tender minus / plus percentage which the total tendered amount bears to the estimated cost of entire work put to tender .

(iv) If the rates for the altered additional or substituted work can not be determined in the manner specified in clause (i)to(iii) above , than 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 part of the item is not in the schedule tats , the rate for such part or parts will be determined by the Engineer-in-charge on the basis of prevailing market rate when the work was done .

(v) If the rates for the altered , additional or substituted work can not be determined in the manner specified in sub clause (i) to (iv) above , then the contractor shall , within 7days to the date of receipt of order to carry out the work , in form the Engineer-in -charge of the rate which it is his in tension to charge for such class of work , supported by analysis of the rates claimed and the Engineer-in-charge shall determine the tate 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 or work and arrange to carry it out in such manner as he may consider advisable . But under no circumstances , the contractor shall suspend the work on the plea of non settlement of rates of items falling under this clause .

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

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

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

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

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

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

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

(c) For retaining wall where floor level is not determinate 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 soling work .

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

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

Note : Individual trade means the trade sections into which a schedule of quantities annexed to the agreement has been divided or in the absence of any such division the individual sections of the H.P. IPH Department Schedule of Rates specified above such as excavation and earth work, concrete , wood work & Journey etc. The rates of any such work except the items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions contained in clause 12-A .

CLAUSE 12 A:- In the case of contract , of substituted items which individually exceed the quantity stipulated in the contract by more than the deviation limit except the items relating to foundation work which the contractor is required to do under clause 12 above the contractor shall within 7 days from the receipt of order claim revision of the rates supported by proper analysis in respect of such item for quantities in excess of the deviation limit not withstanding 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 clause 12 and the Engineer-in-charge may revise their rates , having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed . The Engineer-in-charge shall , however , be a liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may be considered advisable .But , under no circumstances the contractor shall suspend the work on the plea of non settlement of rates of items falling under this clause .

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

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

If at any time after the commencement of work the Governor of H.P. shall for any reason what so ever not require the whole work there of as specified in the tender to be carried out Engineer -in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantages which he might have derived form the execution of the work in full, but which he did not derive i n consequence of the full amount of the work not have been carried out, neither shall he have any claim for compensation by re4ason of an alternations having been made in the original specifications , drawing , designs and instructions which shall involve any curtailment of the work as originally contemplated ..

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

CLAUSE -14: Action and compensation in case of bad work

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

CLAUSE 15:Work to be opened to inspection

All work 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 subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer -in - charge or his subordinate to visit the work shall have been given to the contractors , either himself be present to receive orders and instructions , or have a reasonable agent duly accredited in the writing present for the purpose .Orders given to the contractors agent shall be considered to have the save force as if they had been given to the contractor him self .

CLAUSE 16: Notice to be given before work covered up

The contractor shall give not less than seven days notice in writing to the Engineer -in- charge or his subordinate in charge of the work before covering up or otherwise beyond the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed the reach of measurement and shall not cover up the 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 Engineer -in- charge shall within the aforesaid period of seven days inspect the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to 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 .

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

If the contractor or his work people or servants shall break , deface , injure, or destroy any part of building in which they may be working or any building , road curb, fence, enclosure, water pope, cables, drains , electric or telephone post or wires, trees , grass - land or cultivated ground continuous to premises on which the work or any part of it being executed or if any damage shall happen to the work while in progress from any cause whatever or if any defect , shrinkage or other faults appear in the work other than work costing Rs.20,000/-and below after issue of a certificate final or other wise of its completion made have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or work man ship the contractor shall upon a receipt of a notice in writing in that behalf make the same good as his own expense form any sums that may be then or at any time there after may become due the contractor or from his security deposit except from the position pertaining to asphalted work which is Governed by sub- para (iii)of clause (35)shall not be refunded before the expiry or six months in case of any work other than road work costing Rs.20,000 and below after the issue of the certificate final or other wise of completion of work or till the final bill has been prepared and passed which ever is later ; provided that in case of road work if in the opinion or 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 or completion or after the final bill has been prepared and passed which ever is later.

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

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

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

CLAUSE 18 B: In every case in which by virtue of the provision of the Contract Labour (Regulation and Abolition) Act , 1970 and of the contract labour (Regulation and Abolition) H.P. Rules , 1974 Govt. is obliged to pay any amount of Wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules , Under Clause 19 H or under H.P. IPH contractors labour regulation or under the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers , employed by H.P. IPH Contractors , Govt. will recover from the contractor amount of wages to so paid or the amount of expenditure so incurred and with Under Section (20) Sub. Section (2) and Section 21 , sub section (4) of the contractor labour (Regulation and Abolition) act 1970 , Govt. shall be at liberty to recover such amount or any part there of deducting it from security deposit from any some due to Govt. to the contractor whether under this arrangement or other wise Govt. shall not be bound to contest any claim made against to under section 20 , subsection (1) and section 21, subsection (4) of the said act except on the written request of the contractor and upon his giving to the Govt. full security for all cost of which Govt. might become liable in contesting such -claim .

CLAUSE 19:Labour

The contractor shall obtain a valid license under the contract Labour (R&A) Act , 1970 and the Contract Labour (Regulation and Abolition) H.P. Rules , 1974 before the commencement of the work and continue to have a valid license until the completion of work . Any failure to fulfill this requirement shall attract the panel provisions of the contract arising out of the resultant non -execution of the work .

CLAUSE 19 A: Fair wages clause

No labour below the age of eighteen years shall be employed on the work . No amount by way of commission or other wise is deducted or recovered by the jamadar from the wages of workman .

CLAUSE 19 B : Payment of wages of Labourers :

(a) The contractor shall pay not less than fair wages to laborers engaged by him on the work , as per fair wages fixed by the Govt. from time to as indicated below: Fair wages shall be applicable as notified by the H.P. Govt. and applicable on the date of opening of the tender. The rates will be uniformly applicable to all areas including backward and tribal Area of State w.e.f 01-01-94. In continuations of this office letter No. PWE-74 (MW) 95-Es-III 2118-2217 Dt.07-03-95 and even file No. 20029-20128 dt. 19-03-96 a copy of notification No. Sharan (A) 4-27/93 II dated 26-11-96 from the deputy secy. (lab) to the Govt. of H.P. Shimla -2.This ha the approval of the Finance Deptt. Obtained vide their Dy No. 30 Dt.28-11-95 as conveyed by the commissioner -cum-secretary (PW) to the Govt. of H.P.Shimla vide his letter No. PW(A)-(5) 1/95 dated 07-03-95. (Fin Commissioner -cum -Secy. (Fin) to the Govt.of H.P. Shimla

Revision of Rates notification No. Fin(PR)B(7)33/2010 dated 16/4/2018

Sr. No.	Category of Worker	Revised Wages
1	Beldar , Mate ,Cook, Mali, T.Mate (Electrical), Chowkidar, Helper, Sweeper ,Cleaner, Sewerman , Gatekeeper , Khalasi, Electrical Belder , Bhisti, Store Attendant, Laboratory Assistant , Pump Attendant , Boat Man , Process Server , White Washer , System , Peon, Frash , Chainman , Un - skilled labourer, Quarry Man ,Jumper Man , Driller , Sprayman , Assistant Saw Mill Operator, Feller (Garani) , Loggar , Dresser , Climber (Looper) ,Zoo Animal Attendant ,Fire Watcher , Grinder for chips , Flooring , Calliperman , Misc.Labourer, Chaarcoal Burning Labour , Pipe Lineman , Survey Khalasi , Bill Distributor, Ferro- Khalasi , Guard ,Stone , Dresser , Keyman , Assistant Fitter , Valueman.	225.00
2.	Upholstar , Carpenter ,(Grade III) , Firemen , Pump Operator cum -helper , Plumber 2nd class ,	237.00
3.	Painter 2nd class, White Washer , Bar Binder , Sawyer (Charanj), Muleteer	240.00
4.	Telephone Attendant , Electrical Mistry, Refrigerator Mechanic, Fitter Gr -II , fitter Gr -1 , Turner , Fitter Structural , Black Smith , Welder Mechanic , Electrical Chargeman , Pump Operator , Sand Plant Operator , Driver Oxygen Plant , Hot mix Plant Operator , Plumber Gr -II , Plumber Gr- 1, Mason Gr - II, painter Gr-1, Blastman Gr-11 , Floor finisher , Pipe Fitter Gr-11 , Mate Gr-1 , Earth work Mistry , Work Inspector , Ferry Inspector , Store Munshi , Forest Guard , Receptionist , Lab. Assistant , Electrician - II, Electrician Auto , Air Compressor / Operator.	267.00
5.	Carpenter Gr-11 , Complaint Clerk, Assistant Operator, General Operator Telephone Operator, Road Inspector ,Work Supervisor , Store Clerk , Store Keeper, Water Work Clark , Patwari , Cinema Projector Operator, Mechanic Computer, Plumber , Data Entry Operator , Electrical Mistry, Tailor , Clerk , Saw Mill Operator, Plumber work mistry , Wireman, Asstt. Pump Operator Price Store , Ledger Clerk , Bill Clerk , Meter Reader Assistant Store Keeper , lab. Technician , Instrument Mechanic, Fetter Mechanic, Loader Operator , Chargeman.	267.00
6.	Operator , Carpenter Grade II Driver (Tractor /Jeep /Car /Truck / Boldozer/ Road Roller) , Driver Shawal , Stone Chiseler , Carpenter 2nd Class (Forest Department) , Distempers (Forest Deptt.) Masson 2nd Class (Forest Deptt.) , Painter Ist Class (Forest Deptt.)	267.00
7.	. Junior Draftsman (Tracers), Junior Scale Steno , Agriculture Extension Officer Ship Modeling Instructor , Surveyor, Electrical Gr-I , Driller , Assistant Driller ,	346.00
8.	Junior Tailoring Mistries ,Mason Ist Class (Forest Deptt.) Carpenter Gr-I, Assistant Chemist ,Foreman , Assistant Foreman ,Carpenter (Ist Class (Forest Deptt.)	346.00
9.	Investigators	374.00
10	Instructors	405.00
11	Junior Engineer/ Draftsman/ Draftsman (Arch. Wing)	435.00

Coach

Special secretary (FIN-PR)
to the Government of H.P.

This has the approval of the Finance Dedtt. obtained vide their Dy.No.30 dt. 28-02-95, as conveyed by thecommission -cum -secretary (PW) to the H.P. Shimla vide his letter No. PW (A)-C-(5) 1/95dt.07-03-95.

(b) The co ntractor shall not withstanding the provisions of any contract to the contrary cause to be paid pair wage to labourers indirectly engaged on the work including any labour engaged by his subcontractors in connection with the said work , as if the labourers has been immediately employed by him

(c) In respect of all labour directly or indirectly employed in the works for performance of the contractor 's part of this agreement the contractor shall comply with or cause to be complied with the Himachal Pradesh IPH department contracts Labour Regulations made by Government from time in regard to payment of wages , wage period , deducting from wages, recobery of wages not paid and deductions unauthorizedly made maintenance of wage books or wages silps publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other mattersd of a likem nature of as per the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) HP Rules 1974 where ever applicable .

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

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

(f) The contractor shall indemnity government against payments to be made under and for the observance of the Laws aforesaid and the HP IPH Contractors labour Regulations without Prejudice to his right to claim indemnity from his sub, Contractors.

(g) The ragulation aforesaid shall be deemed to be a part of this contract and breach there or shall be deemed to be breach of this contract.

(h) Under the provision of the Mimimum wages Act, 1948 pradesh Administration Minimum Wages Rules 1978 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one days rest for six days in the continuous work and pay wages at the same rate a 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 aaccount of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the Executive Engineer or Assistant Engineer concerned .

CLAUSE 19 C : In respect of all labour directly employed in the work for the pertormance of the contractors part of this agreement the contractor shall at his own expense arrange for the safety provusuons as per Safety Code framed from time and shall at his own expense provide for all facilities in connection therewith . In case the contractor fails to make arrangement and provide necessary faclities as aforesaid he shall be lible 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 costs incurred in that behalf from the contractor .

CLAUSE 19 D: The contractor shall submit , by the 4th and 19th of every mounth to the Engineer-in-charg a true statment showing in respect of the second half of the preceding mounth and the first half of the current mounth ,respectively(1) the number of the lavourers employed by him on work ,(2) their work hours,(3) Wages paid to them ,(4) the laboures employed by him on work , (2) their working hours,
(3) which they happend ,and the extent of damege & injury coverd by them .(5) The number of female workers who have been allowed maternity benefit according to clause 19F and the amoount ppaqid to them , failing which the contractor shall be liable to Government sum not exceeding Rs.50 for each default for materially incorrect statement . The decision of the Executive Engineer shall be final in deducting from any bill due to contract the amount levied as fine .

CLAUSE 19 E: Health and Sanitary arrangement for Workers. In respect of all labour directly or indirectly employed in the works for performance of contractors part of this agreement the contractor shall comply with cause to be complied with all the rules framed by Govt. form time for the protection of health &Sanitary arrangement for worker employed by H.P IPH deptt .&its contractor .

CLAUSE 19F : Materntiy Benefit Rules for female workers employed by Contractors Leaver and during leave shall be regulated as follows:

1. **Leave** : (i) in case of delivery , maternity leave not exceeding 8 weeks, 4 weeks, up to and including the day of delivery and 4 weeks following that day .

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

2. **Pay** : (i) In case of delivery : leave pay during maernity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work has done during a period of 3 months , immediately preceeding the date on which she gives notice that she expects to be confirmed or at the rate of seventy five paise a day whichever is greater .

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

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

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

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

Name and Address of the Contractor (1).....

Name and location of the work .....

Name of employee	Father / Husband s Name	Nature of Employment	Period of actual Appointment	Date on which notice of confinement give
1	2	3	4	5

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

In case of miscarriage commenced		Leave pay paid to the employees in case of delivery and rate of amt.		In case of miscarriage rate of leave amount pay	
Commenced	Ended	Leave	Paid	Pay	Paid
9	10	11	12	13.	14

Specimen form the register regarding maternity benefit admissible to the cotractor's lobour in Himachhal Pradesh irrigation & Public Health Department)

1. Name of work .
2. Name of contractor
3. Designation
4. Date of appointment
5. Name of woman and her husband 's name
6. Date with months and years in which she is employed
7. Date of discharge , dismissed , if any
8. Date of 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 the amount of maternity / death benefit paid in advance of expected delivery.
13. Date with the amount of subsequent payment of maternity benefit.
14. Name of the persons nominated by the woman to receive the pay ment of the maternity benefit after her death.
15. If women dies , the date of her death, the name of the person to whon maternity benefit amount was paid , the month thereof and the date of payment .
16. Signature of the contractor authenticating entries in register.
17. Remarke columns for the use of the inspecting Officer.

CLAUSE 19-G : In the event of the contractor (s) committing a default or dreach of the provisions of Himachal Pradesh IPH Department Contractor's Labour Regulation and Madel Ruler for the protection of heath and sanitary Arrangements for the workers as amended from time to time or furnishing any information or submitting or 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 synm not exceeding Rs.50 for every default , breach or furnishing continuously in this respect the penality may be enhance 50 per day of default making , submitting , filling , such materially incorrect satements and in the event of the contractor (s) default subject to a maximum of 5 percent of the tendered cost of the work.The decision of the Engineer-in -charge shall be final and binding on the parties .

Should it appear to the Engineer-in-charge that Contractor (s) is / are not properly observing and complying with the provision of the HP IPH. Contractor Labour Regulation and Model rules and the provision of health and sanitary arrangements for work people employed by the Contractors(Hereinafterreferred as"the said rules "the Engineer -in charge shall have powerto give notice in writing to the contractors requiring that the said rules be complied with an the amenities prescribed therein be provided to the work -people within a reasonable time to be specified in the notice. If the contractor (S)shall fail within the period aforesaid , the Engineer -in -charge shall have the powers to provide the amenities hereinaftermantioned according to approved standards and at the cost of he contractor (s) . The contractor (s)shall erect , make and maintain , at his /their own expense & to approved standared all necessary huts &Sanitary arrangements required for his /their work - people on the site in connection with the execution of the works and if the sane shall not have been erected or constructed , according to approved standards , the Engineer-in charge shall have power to give notice in writing to the contractors requiring that the said huts and sanitary arrangements be remodelled and /or reconstructed according to theapproved standard within the period specofied in the notice the Engineer - in charge have the powerto remodel or reconstruct such huts and sanitary arrangementaccording to approved standard at the cost of the contractor (s).

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

1 (a)The minimum height of each hut at the eye lavel shall be 7feet and the floor area to be provide 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 cooking places having a minimum area of 6'*5' adjacent to the hut for each family.

(c) The contractor (s) shall also construct temporay 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 stength, separate latrines and urinals being provided for women.

(d) The contractor (s) shall construct sufficient number on bathing and wahing places, one unit for ever 25 pjersons residing in the camp. These bathing and washing places shall be suitably sceened.

2 .(a) All the huts shall have walls of sum-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engneer-in-charge .In case of sum - dried bricks , the wall should be plastered with mud gobri on both sides . The floor may be kutcha but plastered mud gobri and shall be at least 6 inches above the srounding ground. The roofs shall be laid with thatched or any materials as may be apporved 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) These shall be kept on open space of at least 8 yards between the rows of huts which may be reduced ot 20 feet according to the avaliability of the site with approval of the Engineer- in-charge, back to back construction will be allowed.

3. **WATER Supply:-** The contractor (s) shall provide adequate supply of 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 purposes . Where pipe water supply is available ,supply shall be at stand posts and where the supply is from well river ,banks which may be of metal or masonry , shall be provided .The contractor (s)shall also at his /their own costmake arrangements for laying pipe lines for water supply to his /their labour camp of exisping mains whereever the available shall pay all fees and charges there of .

4. The site selected for the 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 latrines by trenching or incineration which shall be according to the requirement laid down by the local health authorities . If trenching or incineration is note allowed the contractor (s)shall make arrangement for the removal of the edcreta through the Municipal Committee /Authority and informi it about the number of labourers employed so that arrangement may be made by such committee/Authority for the removal of the excreta . All charges on this accont shall be borne by the contractor and paid direct by him to the Muicipality /Authority .The contractor shall provide one sweeper for every 8 seats in case of dry system .

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

7. The contractor (s)shall make necessary arrangement of keeping the camp area sufficiently lighted to avoid accidents to the workers .

8 .Sanitation : The contractor (s)shall make arrangement for conservancy and sanitation in the labour campsaccording to the rules of the local public health and medical authorities .

CLAUSE 19. 1: The Engineer -in-charge may require the contractor to dismiss or remove from the site of the work any person or person in the contractor employ upon the work who may be in incompetent of misconduct himself and 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 unauthorizedly during construction and to hand over to the Engineer-in-charge vacant possession of complete building. If such building thugh completed, is occupied illegally then the Engineer-in-charge will have the option of refuse to accept the said building/ building in that postition and delay in acceptance on this account will be trated as dealy in completion and for such delay in completion levy up to 5% of the completion estimated cost put to the tender may be imposed by the Seperintending 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&Abolition) Act, 1970 and rules famed therunder and other labour laws, affecting contract labour that may be brought into force from time to time.

CLAUSE 21: Works no to be sublet contract may be rescinded and security deposit for intended for subletting bringing or if contractor becomes insolvent.

The contractor shall not the assign or sublet the entire work or part there of without the written approval of the Engineer-in-charge. And if the contractor shall assigne or sublet his contract or sttemp so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditor or atempt so to do, or if any bribe, gratuity gift, loan, perquisite, rewared or advantage pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor, or any of his servants or agents to any public officer or persons in the employ of Govt. in any way relating to his office or employment , of if anu such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in- charge o behalf of the Governor of Himachal Pradesh shall have power to

adopt any of the couses specified in clause 3 as he may deem best suited n the interestof Govt. and in the event of any of these courses being adoped the consequence specified in the said clause 3 shall ensures.

CLAUSE 22: Sum payable by way of compensation to be considered as reasonable compensaation without reference to actual loss. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Govt. without reference to the actual loss of damage sustained , and whether or not any damages shall have been sustained.

CLAUSE 23 : Change in consititution

When the contractor is a partnership firm , the previous approval in writing of the Engineer-in-charg shall be obtained befor any changee is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approvels as afroesaid is not obtained the contract shall be deemed to have been assigned in contravention of claule 21here of and the some actions may be taken and the same consequence shall ensure as provided in the said caluse 21 .

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

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

ARBITRATION CLAUSE

CLAUSE 25: Settlement of disputes by Arbitration

Except where otherwise provided in thecontract , all questions and disputes relating to the meaning of the speciffications , designs , drawings and instruction here -in force mentioned and as to the quality of work manship of materials used on the work or as to any other questions , claim ,right , matter ro thing whatsoever in any way arising out of relating to the contract designs ,drawings , specifications ,estimate , instructions, orders or these conditions or ofherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the works or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Engineer -in -charge / Chief Engineer , Himachal Pradesh lrrigation &Public Health Department . It will be no objectionto any such appointment that the arbitrator so appointed is a Government servant that he had to deal with matters to which the contract relates and that in course of his duties as Govt. 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 IPH , at the time of such transfer vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract . Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Engineer -in - charge /Chief Engineer ,Himachal Pradesh IPH 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 and the above , the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of Arbitration Act ,1940 or any statutory modification or re-enactmment and the rules made thereunder and for the time being in force shall apply to the arbitrarion proceedings under his clause.

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

It is also a terms of the contract there if the contractor (s) do not make ant demand for arbitratons is respect of any claim (s) in writing 90 days of receiving the information from the government , that the bills is ready forpatment the claim of the contractor (s)will be deemed to have been waived and absolutely barred and the Govt . shall be discharged and released of all liabolities under the contract in respect of these claims .

The arbitrators may from time to time with cinsent of parties enlarge the time , for making and publishing the award.

CLAUSE 26 : PATENT RIGHTS

The contractor shall fully indemnify the Gogernor of Himachal Pradesh against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged pantent or design rights and shall pay any royalties which may be payable in rspect 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 edpense to settle any dispute or to conduct and litigation that may therfrom. Provided that the contracrtor shall not liable to indemnify the Governor of Himachal Pradesh if the infringement of the patent or design or any patent or design right is the direct result of order passed by the Engineer -in-charge in this behalf.

CLAUSE 27: Lump sum estimates

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

CLAUSE 28: Action Where no specification

In the case of any class of work for which a there is no such spoecification as is mentioned in rule 1 ,such work shall be carried out in accordance with the distinct specification and in the event of there being no distinct specification , then in such case the work shall be carried out on all respect in according with the instruction and requirements of the Engineer-in-charge.

CLAUSE 29: With holding line in respect of sums claimed .

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

(2) Govt. shall have the right to cause an audit and technical examination of the works snd the final bills of the contractor including all supporting vouchers etc ., to be mad after payment of the final bills and if as a result such audit and techinical examination any sum is found to nave been over paid in respect of any work done by the contractor under the contract ofr any work claimed by him to have done by him under the contract and found not to have been executed , the contractor shall be liable to refound the amount of overpayment and it shall be lawful for Govt to recover the same from him in the manner prescribed in sub clause(1) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it , the amount of such under payment shall be duty paid by government to the comtractor .

Provided that Governmemt shall not be entitled to recover any sum overpaid , not the comtractor shall be entitiled to payment of any paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the hand the contractor on the other any term of the contract permittimg payment for works after assessment by the Su;erintending Engineer or the Executive Engeneer.

CLAUSE 29 : Lien in respect of claims in other contracts

Any sum of money due and payable to the contractor (incluking the same 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 or any other contracting person or person through Engineer -in- charge against any claim of theEngineer -in-charge or Government or such other person or persons. In respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-charge or the Government or with such other person or persons.

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

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

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

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

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-charge is being a coal mining os controlled area labour failure to do so shall render the contractor liable to pay to the Government a sum calculated at the rate of Rs . 10 per day per labour the cerificate 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 section74 of India Contract Act 1872

CLAUSE 31: Condition relating to the supply of water

The contractor (s) shall make his /their own arrangements for unfiltered water required for the work and nothing extra will be paid for the some this will be subject to the following conditions. (i) That the water used by the contractor (s)shall br fit for construction purpose to the satisfaction of the Engineer-in -charge .

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

CLAUSE 31A : Unfiltered water if available will be supplied to the contractor by thr department subject to the following condition :

(1) The water charge @(one and half percent shall be recovered on gross amount of the work done .

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

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

CLAUSE 32A : (1)Where there is no pipe water supply arrangement and the water is taken by the contractor from the wells or hand pumps , constructed by the Govt. on charge shall be recovered from contractor on that account . The contractor shall however , draw water at such hours of the day that it does not interfer with the normal use for which the hand pumps well are intentded .He will also be responsible for all damages and abnormal repairs arising out 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 .

(2) The contractor shall be allowed to construct temporary wells in Govt. land for taking water for construction purprses only after he has got permission of the Engineer-in-charge in writing. No charge shall be cecovered from the contractor on this amount , but the contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjecent builkings, roads and service lines . He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the walls and shall restore the ground to its original its after the wells are dismantled on completion of the work

RETURNS OF SURPLUS MATERIAL

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

HIRE CHARGES OF PLANTS AND MACHINES

CLAUSE 34:

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

Sl. No.	Description	Hire Charges	
		Per Day	Per Hour
1			
2			
3			
4			
5			
6			
7			

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

(c) The plant and machinery as stipulated above will be issued as and when available and if required by contractor rollers when required should be obetained 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 his for any delay in suplly by the Department .

(d) The hire charge shall be recovered at the prescribed rate from the contractor from and inclusive of the date of the plant and machinery is handed over up to and inclusive of the date of its return in good oder.Even though the same may not have been working for any cause except for major breakdown due to no fault of the contractor of fauilty use requiring more than 3 working days continuously(i.e . excluding intervening holidays and Sundays)for bringing the plant in order . The contractor shall immediately intimate in writing to the Engineer -in-charge , when any plant or machinery gets out of order requiring major repairs as aforesaid . The Engineer-in-charge shall record the date the time of receipt of such intimation in logsheet ot the plant or machinery. Based on this if the break down will be computed considering half a days break down on the day of complaint , if the break down occurs in post of lunch period of complaint . The period of major break down will be computed starting from the next working day . In case of any dispute under this clause the decision of the Superintending Engineer shall be final .

(e) The hire charges shown above are for each days of 8 hours (in clusive 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 staffs required and also supply of lubricating oil and when issued . Power fuel of approved types firewood , kerosene oil etc. for running the plant and machinery and also the full time chowkidar regarding the plant and

machinery against any loss or damage shall be arranged by the contractor who shall be fully rasponsible for the safeguard and security of plant and machinery. The contractor shall on or befor 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) Originally no plant and machinery shall work for more than 8 hours day inclusive of on hour lunch break . In case of an urgent work , however , the Engineer-in-charge , at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day in that case the hourly hire charge for overtime to be bone by the contractor shall be 50% more that the normal proportionate hourly charge (1/8th of the deily charge)subject to a minimum of half a mormal charge on any particular day. For working out hire charge for overtime a period of half an hour and above will be charge as one hour and a period of lass than half and hour will be ignored.

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

(i) The plant and machinery once issue to a contanctor shall not be returned by him on account of act of arrangements of labour and materials etc. On his part , the same will , be returned only when they required major repairs or when in the opinion of the Engineer-in-charge the work or a portion of work which the same was issued is completed .

Recovery on account of hire charge for road rollers shall be the minimum number of days worked out in the asumption that a roller con consolidate per and maximum quantity of meterial, arers of surfacing as noted against each in the ennexured statement (see attached annexure).

(j) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be attested by the contractor or his authorized agent daily . In case the contractor contests the correctness of the entries and / or fails to sign the Log Book the decision of the Engineer-in-charge shall be final and binding on him . Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor . Recovery on account of hire charges for road shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and minimun quantity of material , area of surfacing as noted against each in the enneded statement (See attached annexure).

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

(l) In the case of road rollers for consolidation are employed by the contractor himself ,log book for such rolleres shall be maintained in the same manner as is done in case of departmental rollers maximum quantity of any times to be consolidated for such roller day shall also be same as in Annezure to Clasuse 34(j).For less use of Rollers, recovery for the less rollers days shall be made at the stipulated hire issue rate.

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

SUPPLY OF CONCRETE MIXER ON HIRE

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

2. The mixer shall be handed over and taken back at the mixer shed and hire charges shall be recovered at Rs.per day from the date the mixer is handed over to the date of its return irrespective of its being put into use or not except for the major break-down during which period charges shall not be recovered .The breakdown for a period of full day or more shall be considered as major breakdown .The certificate of the Engineer-in-charge for the period of breakdown shall be final binding on the contractor.

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

CLAUSE 35 CONDITION RELATING TO USE OF ASPHALTIC MATERIALS

(i) The contractor undertake s to make arrangement for the supervision of the work by the firm supplying the or bitumen used.

(ii) The contractor shall collect the total quanitity of tar or bitumen required for the work as per standard formulae , before the process of painting is started and shall hypothecate it to the Engineer-in-charge . if any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work , a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be mede and the materials returned to the contractor .Although the materials are aypothecated to Govt. the contractor undertakes the responsibility for their proper watch , safe custody and protection againest all risks . The materials shall not be removed form site of work without he consent of the Engineer-in-charge in writing .

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

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

(i) **For Building and Road Works:-** One qualified Engineer / Junior Engineer/ supervisor having experience of five years.

The contractors may be asked to give the name and other details of the graduate Engineer/ Dipoma Holder / Junior Engineer .Who he intends to employ or is employed for the work .

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

The technical staff should be available at site whenever required by Engineer-in-charge to take in structions. In case to contractor fails to employ the technical staff as aforesaid , he shall liable to pay a reasonable amount not exceeding a sum of Rs.2,000/-(Rupees two thousand only) for each month of default in the case of qualified Diploma Holder (overseer).

The decision of the Engineer -in-charge as to the period for which the required technical staff was not employed by the contractor an 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.

(ii) **For Sanitary and Water Supply Works:-**The contractor shall employ the folloeing technical staff during the execution of this work.

One qualified Junior Engineer with an experience of not less than five years out of which at least one year should be sanitaty 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 the site whenever required by the Engineer-in-charge to take instructions.

In case the contractor fails to employe the technical staff aforesaid he shall be liable to pay reasonable amount not exceeding Rs.7,000/- for each month of default .

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

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

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

Good Service Tax

CLAUSE 38: (i) GST or any other tax on materials and labour in respect of this contract shall be payable by contractor and Government shall not entertain any claim whatsoever in this respect , 2% GST on Gross amount of work done will be recoverable from all bills as per provisions of GST. Such deductions will be subjected to finalization by the GST authority in accordance with the Act.

TIMBER CLAUSE

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

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

CLAUSE 40: The contractor shall not be permitted to tender for works in Himachal Pradesh , Irrigation & Public Health Department (responsible for award and execution of contract) in which his near relative is posted as Department Accountant or as an officer in any capacity between grades of Superintending Engineer and junior Engineer (both inclusive). He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted Officer in the Himachal Pradesh IPH Department . Any breach of this condition by the contractor would tender 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 grants parents , children and grant children brothers and sisters, uncles and cousin and their corresponding -in-laws.

CLAUSE 41: No Engineer of Gazetted rank of other Gazetted Officer employed in Engineering or administrative duties in an IPH Department of Himachal Pradesh Government his allowed to work as contractor for period of two years of his retirement from Government Service without previous permission of Himachal Pradesh Government .The contract is liable to be cancelled if either to the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Himachal Pradesh Government as aforesaid , before submission of the tender or engagement in the contractor 's service as the case may be .

CLAUSE 42(i) The contractor shall see that only the required quantities of materials are got issued .Any such material remaining unused and in perfectly good condition at the time of completion or termination of the contract shall returned to the Engineer -in-charge at a place where directed by him, if by a notice in writing under his hand , he shall so require . Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him , excluding the storage charge levied at the time of issue of the materials to him . The contractor shall also not be entitled to cartage and incidental charge for returning the surplus material from to the stores where from they were issued .

(ii) After the completion of work the theoretical quantity of cement to be used in the work shall be calculated on the basis of HP PWD. statement showing quantity of cement to be used in different items of work provided in the HP Schedule of rates or in cases of non schedule items , lt shall be calculated on the basis of standard formula laid down by Superintending Engineer of the concerned circle .

Over this theoretical quantity of cement shall be allowed a variation up to 5% Plus /minus for works the tendered cost of the work not more then Rs.2 lacs, up to 4%Plus/minus for works tendered cost of the works is more then Rs.2 lakhs up to Rs. 5 lakhs and up to 3 % Plus /minus for works the tendered cost of works in above 5 lakes . The difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorize variations ,if not returned by the contractor , shall be recovered at twice the issue rate including storage charges , without prejudice to the provision of the relevant conditions regarding return of materials Governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above) the cost of the quantity of cement not used recovered from the contractor on the basis of stipulated issued rate including storage charges and cartage to site .

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

(iv) After the completion of the work, the actual quantity of cables (other than under -ground cables) wires , conduits/G.I.pipes/ G.I./M.S. sheets used in the various items of works shall be calculated on the basis of the measurements recorded in the measurement works books for purpose of payment and for assessing he consumption of materials used in works. The differences in quantity of material actually issued to the contractor and quantity recorded in the Measurement Book including the authorized variation as stated above if not returned by the contractor shall be recovered at twice the issue rate including storage charges and cartage to site without prejudice to the provisions of the relevant conditions regarding returned of materials governing the contract.

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

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

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

The agreement which provides for supply of bitumen at a fixed rate , the value of price of differences in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorized variation , if not returned by the contractor , shall be recovered at twice the issue rate of bitumen plus cartage to site including storage charges there of without prejudice to the relevant conditions in the agreements regarding return of materials governing the contract.

In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity of bitumen calculated in the manner aforesaid (no variation on the lower side shall be allowed),
the cost for the quantity of bitumen not so used shall be recovered form the contractor on the basis of stipulated issue rate including storage charge and cartage there of up to site . This is without prejudice to the relevant conditions in the agreements regarding return of materials governing the contract .

In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity of bitumen calculated in the manner aforesaid (no variation on the lower side shall be allowed), the cost for the quantity of bitumen not so used shall be recovered form the contractor on the basis of stipulated issue rate including storage charges and cartage there of up to site . This is without to prejudice to the relevant conditions in the agreements regarding return of materials governing the contract .

In the event of it being that the quantity of bitumen by the contractor is less than the quantity of bitumen calculated in the manner aforesaid (no variation on the lower side shall be allowed) , the cost for the quantity of bitumen not so used shall be recovered form the contractor on the basis of stipulated issue rate including storage charges and cartage there of up to site. This is without prejudice to declaration of substandard nature of the work done .

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

CLAUSE 44: Clause pertaining to damage to works in consequence of Hostilities of War like operators .

The work (whether fully constructed or not)and all materials , machine tools and plants , scaffolding , temporary buildings and other things connected there with shall be at the risk of the contractor until the work has been delivered to he Engineer -in -charge and a certificate from him to that effect obtained . In the event of the work or any materials properly brought to the site for in corporation in the work being damaged or destroyed in consequence of hostilities or war like operations , the contractor shall , when ordered in writing by the Engineer - in - charge remove any debris from the site , Collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with provisions of this agreement for the work of cleaning the site of debris , stacking

or removal of serviceable material compensation up to the value of the work originally executed before being damaged or destroyed and not paid for . In case of works damaged or destroyed but not already measured and paid for the compensation shall addressed by the Executive Engineer Rs. 5,000/-and by the Superintending Engineer concerned for a higher amount . The contractor shall be paid for the damage destruction suffered and for restoring the material at the rates based on the analysis of rated tendered for in accordance with the provisions of this agreement . The certificate of the Engineer -in - charge regarding the quality and quantity of material and purpose for which they were collected shall be final and binding on all parties to this contract .

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

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

CLAUSE 45: The contractor shall comply with the provisions of the Apprentices Act , 1961 and the rules and 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 of the provision of the Act.

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

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

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

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

Signature of Contractor

Executive Engineer
Irriga . & PH Division
Fatehpur (H.P.)

Schedule showing approximately materials to be supplied by the Public Works Department under clause 1 of the conditions of contract for contract for work contracted to be executed and the rate at which they are to be charged for.

Particulars	Rates at which materials will be charged to the contractor Unit Rs. Paise	Place of delivery
Cement Steel	Per bag @ Rs. /- Per quintal @ Rs. /-	**From Divisional store at Fatehpur**

Note: The person or firms 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 .

SAFETY CODE
(REFERRED TO UNDERCLAUSE 19-C OF THE TENDER)

Safety code:-

(i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from said construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well , suitable foot holds and land holds shall be provided on the ladder and ladder shall be given an inclination not steeper than ¼ to 1(1/4 horizontal and one vertical).

(ii) Scaffolding or staging more than 12 feet above the ground or floor , swung or suspended from an over head support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of the materials . Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(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 fenced as described in (2) , above.

(iv) Every opening in the floor of a building or in a working platform be provided with suitable means prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall 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 up to and including 10 feet in length . For longer this width should be increased at least ¼ inches 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 stacked or placed as to cause danger or inconvenience to any person or the public . The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other 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 proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person

EXCAVATION AND TRENCHING

(vi) All trenches, our feet or more in Deptt. Shall at or time be supplied with at lest one ladder for each 100 feet in length or fraction thereof . Ladder shall be extended from bottom of the trench to at least 3 feet above the surface of the ground . The site of the trenches which are 5 feet or more in depth shall stopped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse

The excavated materials shall not be placed with in 5 feet of the edges of the trench or half of the depth of the trench whichever is more . Cutting shall be done from top of bottom. Under no circumstances under mining or under cutting shall be done.

(vii) **Demolition** before any demolition work is commenced and also during the process the work :

(a) All roads and open areas adjacent to the work site shall either be closed or suitable 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 person employed from risk of the fire of explosion or flooding . No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe

(viii) All necessary personnel safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned . (a)Workers employed on mixing asphaltic materials, cement lime mortars shall be provided with protective foot wear and protective goggles.(b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the keys shall be provided with protective goggles. (c) Those engaged in welding works shall be provided with welders provided with welders protective eye lids.(d) Stone breakers shall be provided with protective goggles and protective goggles and protective clothing and seated at sufficiently safe intervals. (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and manholes so opened shall be cordoned off with suitable railing and provided , with warring signals 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 lead painting with products containing lead in any form. Wherever men above the age 18are employed on the work of lead painting , the following precautions Should taken .

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

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

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

(iv) (a) White lead, sulphate of lead or product containing these pigments , shall not be used in painting operation except in the form of pastes of paint ready for use. (b) Measures shall be taken , whenever practicable , to prevent danger arising out of from caused by the 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) Overall shall be worn by working painters during the whole of working period.

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

(3) (a) case of lead poisoning and of suspected lead poisoning shall be notified and be subsequently verified by medical man appointed by competent authority of HPIPH.(b) The HPIPH may require when necessary medical examination of workers.

(4) Instruction with regard to the special hygienic precaution to be taken in the painting trade shall be distributed to working painters.

ix). When the work is done near any place where there is risk of drowning , all necessary equipment's should be provided and dept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made fore prompt first and treatment of al injuries likely to be sustained during the course of the work.

x). Use of hosting machine and tackle including their attachment anchorage and supports shall confirm to the Following standards or condition:-

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

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

3. In case of every hoisting machine and of every crane ring hook , suckle shrivel and pulley block used in Hoisting or means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above, shall 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 department machine the safe working load shall be notified by the Electrical Engineer – in -Charge . As regards contractors machines the contractors shall notify the safe working load of the machine to the Engender –in –charge whenever he brings any machinery to site of the work and get it verified by the Electrical Engineer concerned .

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

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

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

xiv). To ensure effective enforcement of the rules and regulation relating to safety precautions . the arrangements made by contractor shall be open to inspection be the Lbour Officer , Engineer – in – charge of the department or their repres entatives .

xv). Notwithstanding the above clauses (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act ,or rules in force in the H.P. Government .

MODEL RULES FOR THE PROTECTION OF HEAL AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY HIMACHAL PRADESH PUBLIC WORKS DEPARTAMENT OR ITS CONTRACTORS.

1. **Application :-** These rules shall apply to all building and construction works in charge of Himachal Pradesh Irrigation & Public Health Department.

2. **Definitions:-** (i) Work place means a place at which at an average fifty or more workers are employed in connection with construction works.

ii). Large work place means a place at which, at an average 500 or more workers are employed in connection with constructions work.

3. First –Aid Facilities

i. At every work place there shall be maintained in a readily accessible place first aid appliance including and adequate supply of sterilized dressing and sterilized cotton wool . The appliances shall be kept in good order and in large work place they shall be placed under charge of a responsible person who shall be available during working hours.

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

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

i. 6 small sterilized dressing. (ii) 3 medium size sterilized dressing . (iii) 3 large size sterilized dressing. (iv) 3 large size sterilized burn dressing. (v) 1(30ml) bottle containing a two percent alcoholic solution of iodine . (vi) 1930ml bottle containing salvolatile having the dose and mode and administration indicated on the label.

vii. 1 roll of adhesive plaster.

viii. 1 snake – bite lancet. xi). 1(30gms) bottl e of potassium permanganate crystal. (x) 1 pair scissors.

xi. 1 copy of the first aid leaf let issued by the Director , Health Services, Himachal Pradesh.

xii. A bottle of suitable surgical antiseptic solution . xiii). Ointment for burns. xiv). A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour employed does not exceed 500-each first aid box shall contain the following equipments.

i. 12 small sterilized dressing. (ii) 6 medium size sterilized dressing . (iii) 6 large size sterilized dressing. (iv) 6 (15 gms) packets sterilize cotton wools (v) 1(60ml) bottle containing a two percent alcoholic solution of iodine . (vi) 1(60ml) bottle containing salvolatile having the dose and mode and administration indicated on the label.

vii. 1 roll of adhesive plaster.

viii. 1 snake – bite lancet. xi). 1(30gms) bottl e of potassium permanganate crystal. (x) 1 pair scissors.

xi. 1 copy of the first aid leaf let issued by the Director , Health Services, Himachal Pradesh.

A bottle of suitable surgical antiseptic solution . xiii). Ointment for burns. xiv). A bottle of suitable surgical antiseptic solution

3. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
4. Nothing except the prescribed contents shall be kept in the First-Aid – box.
5. The first Aid Box shall be kept in-charge of a responsible person who always be readily available during the working hours of the work place.
6. A person in-charge of First-Aid box shall be a person trained in First – Aid treatment in work place where the number of contract labour employed is 150 or more.
7. In work places where the number of contract labour employed in 500 or more and hospital facilities are not available within easy distance of the work, First –Aid Posts shall be e stablished 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 .
8. 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 person suddenly taken ill to the nearest hospitals.

4. **Drinking Water:- (a)** In every work place , there shall be provided and main tained 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 from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine drain of any other sources of pollution. The well shall be properly chlorinated before water is drawn from if from 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 trap –door shall be kept locked and opened only of cleaning or inspection which shall be done at least once a month .

5. Washing and bathing places :- (i) Adequate washing and bathing places shall be provided, separately for men and women.

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

6. LATRINES AND URINALS :-

i). Latrines shall be provided in every work palace on the following scale, namely :- (a) where females are

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

Provided that here the number of males or males or females exceeds 100, and one for every 50 thereafter .

ii). Every latrine shall be under cover and so partitioned off as it secure privacy , and shall have a proper door and fastenings.

7. Construction of Latrines:- The inside walls be constructed of masonry or some suitable heat resisting non – observant material s and shall be4 cement washed inside and outside at least once a yea r .Latrines shall not be of a standard lower than bore- whole system and should have thatched roofs.

(a)Where workers of both sexes are employed there shall be displayed outside each back of latrine and urinal a notice in the language understood by the majority of the workers "for Wo men Only " as the case may be.

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

(c) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time Provided that where the number of male or female workers as the case may be. Exceeds 500 it shall be sufficient if there is one urinal for every 50 males or females up to the 500 and one for every l00 or part thereof , thereafter .

(d) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

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

(f) 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 waste or refuse & then covering it with layer of earth for a fortnight (when it will turn into manure)

(ix) The contractor shall , at his own expense, carry out all instruction issued to him by the Engineer –in-charge to effect proper disposal of soil and other conservancy work in respect of the contractor : workmen or employees on the site . The contractor shall be responsible for payment of any charges which may be levied by municipals or cantonment Authority for excution of such work on his behalf .

9. Provision of shelters during rest- At every work place shall be provided , free of cost , two suitable sheds one for males and the other for rest separately for men and women for the use of labour . The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof . The sheds should be Sheds should be kept clean and the space should be on the basis of at least 5 square feet per head.

10. Creches :- (a) At every work place , at which 50 or more women workers are ordinary employed . There shall be provided two huts for the use of children under the age of 6 years , belonging tosuch women . One hut used for infants, games and play and the at here as other bed - room . The huts shall not be constructed on a lower standard than 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 places clean. (c) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and bedding in the bedroom. (d) The contractor shall provide one Day to look after the children in the creches when the number of women workers does not exceed 50 and the Dais when the number of women workers exceed 50 . (e) The use of the rooms earmaked as creche shall be restricted to children, their attendants and mothers of the children.

11. CANTEEN: -

(1) In every work place where the work regarding the employment of contractor 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 and 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 material and inside walls shall be lime washed or colour washed at least one in each year. Provided that the inside walls of the kitchen shall be lime washed every four months. (6) The percents 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 or 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 dinner occupied by the 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 dinning 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 dinners 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 equipments necessary for the efficient running of the canteen . (ii) The furniture, utensils and other equipments 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 top of smooth and impervious materials. (iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's .

(14). The food - stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contractor labour .

(15). The charges for food – stuffs , beverag es and any other items served in the canteen shall be based on No Profits , 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 in to consideration as expenditure, namely .

(a) The rent of land and building . (b) The depreciation and maintenance charges for the building and equipment's provided for in the canteen . (c) The cost of purchase, repairs and replacement of equipment including furniture, cutlery and utensils . (d) The water charges and other charges incurred for lighting and ventilation . (e) The interest and amounts spend on the provision and maintenance and equipment provided for in the canteen .

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

10 ANTI- MALARIAL PRECAUTION

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

11. The above rules shall be incorporated in the contractors and in notices inviting tenders and shall form an integral parts of the contractors .

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

HIMACHAL PRADESH , IRRIGATION & PUBLIC HEALTH / PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

Short Title:- These regulation may be called the Himachal Pradesh Irrigation & Public Heath / Public Works Department Contractor Lobour Regulations. The labour advisory has decided that certain clauses may be added in the contract labour regulation appearing in P.W.D. form 7 & 8 accordingly It has been decided that following amendments be made in said forms under the rules mentioned against them.

1. MODEL RULES FOR THE PROTECTION HEALTH AND SANITARY ARRANGEMENTS FOR WORKER

(A) WELFARE AND HEALTH OF CONTRACT LABOUR : The following clauses may added as (a) and (b) regulations:-

(a) It is the responsibility of the Contractor to provide canteen , rest room / shelter , drinking water , latrine , urinals washing facilities and first aid boxes on the prescribed scales within 7 days of the commencement of the employment of contract labour . The rest room or alternative accommodation within 15 days and canteen within 60 days to be provided.

It the amenities provide under section 16to 19 for the contract labour is not provided by the contractor then such amenities have to be provided by the Principal employer within such time , and all expenses incurred by the principal employer in providing the amenities be recovered from the contractor by the Principal employer by deduction from anu amount payable to the contractor .

(B) CONTRACT LABOUR REGULATIONS

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

2. LICENSING OF CONTRACTORS :

Every contractor to whom the Act Applies (i.e. , the employees 20 or more workmen) has to obtain license from Licensing Officer (lavour Officer) of the area in which the establishment is located . After 31st December , 1976 , no conractor covered under the Act , shall undertake or execute any work through contract labour except under and in accordance with the licnce issued in that hehalf by the Licensing Officer within the territory of the Himachal Pradesh .

The work "Principal Employer " may be added befor e the work contract first line of regulation No 6 with will be read under . Labour record(i) The Principal employer / contractor shall maintain a register of persons employed on work on contact on from xiii of the CL (R&L) H P Rules 1874 (Appendix B)

3 **ANNUAL /HALFLYEARLY 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 that half year.

Every Principal Employer of a registered Establishment is also to send annually a return in form No. xxv(in duplicaate) so as to reach the Registering Officer by 15th February , following the end of the year to which it relates.

Note :- Any person required to produce any document or thing or to give information required shall be deemed to be legally bound to do so within the meaning of 175 and 176 of the India Penal Code . The provision of the Code of Criminal Procedure, 1989 shall so far as may be , apply to any search or seizure under section (2) as they to any search or sleizure made under the authority of a W . A. (Rent) issued under section 94 of the said code.

The following clause may be added under regulation 2(i) (c)(ii)

PAYMENT OF MINIMUM RATES OF WAGES

The employed has to pay to every employees and in a scheduled employment under him wages at a rate not less than the minimum rate if wages fixed by the Govt. for that class of employees in that employment without any detections except as may be authorized before the expiry of the seven days (In case of establishment in which less than 1000 employees) or before the expiry of the 10 days (In case of other establishment) After the last days of the wage paid in respect of which are payable). The following clause may be added as 2 (i), C (iv).

4. OVER TIME /EXTRA FOR OVER TIME:

Where an employee whose minimum rates of wages fixed under the Act . may on any day in excess of the number of hours constituting a normal working day , the employer is to pay him for every hours including over time shall not exceed 10 hours in a day or 60 hours in a weak , provide that the total over time shall not exceed 50 hours in a period of three months .

The following may be added as added as paragraph 2 to regulation No. 2 (i)(1):

5 WEAKLY DAY OF REST:

An employee in scheduled employment is 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 employee in the schedule employment .

Provided he has been in continuous employment for six days . Further no employee is to be engaged on work for more than 10 days consequently without a rest day for full one day.

The following clause may be added as regulation No. 2(c) (iv)and 2(c) (v):-

i. CONTRACT LABOUR (R&A) ACT , 1970

Principal Employer, means

(i) In relation to any office department of the Govt. of a local authority , the Head of that office or department or such other officer that the Government or the local authority , as the case may be , specify in this behallf .

(ii) In a factory , the owner or occupier of the factory and where a person has been named as the Manager of the factory under the Factory , the owner or occupier of the factory and where a person has been bamed as the Manager of the Factories Act , 1948 (63 of 1948) , the person so named .

(iii):----------

(iv):----------

ii. **THE INTER STATE MIGRATE WORKMEN (RE & CS) ACT, 1979**

"Principal Employer" means:

(i) In relation to any office of department of the Govt. or a local authority, the Head of that office or department or such other officer an that the Government or the local authority, as the case may be, may specify in this behalf.

(ii) In relation to a factory, of occupier of the factory and where a person has been named as the Manager of the factory under the Factories Act, 1948, the person so named.

(iii) ……

(iv) In relation to any other establishment, any person responsible for the supervision and control of the establishment.

The following clauses may be added as clauses (iii) in the place of the existing.

6. FORM OF REGISTERS AND RECORDS:-

(i) 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 particulars.

(a) The minimum rates of wages payable to each person employed.

(b) The number of days for which each employed for each wage period.

(c) The gross wages of each person employed person worked over time for each wages period.

(d) All deduction made form these wages, with an indication in each case, of the kind of deduction s mentioned in sub rule(2) of rule 22.

(e) The wages actually paid to each person employed for each wage period an the date of payment.

(ii) Wages slips containing the aforesaid particulars and such other particulars as may be notified by the State Government shall be issued by every person employed by him at least a day period to the disbursement of wages.

(iii). Every employed shall get the signature or the thumb impression of every person employed on the wage book and wage slip. (iv) Entries in the register of wages and wage slip shall we authenticated by the employer or any person authorized by him in this be half.(v) A muster roll shall be maintained by every employer and kept in form VI. (vi). A register of employees shall be maintained by every employer at the works / not in form VIII.

Not with standing anything contained in this rule where a combined form in sought to be used by the employer to avoid duplication of work for compliance with the provisions of any other Act of rules farmed there under an alternative suitable from in lieu of any of the forms by prescribed under this rules may be used with previous approval of the labor Commissioner, Himachal Pradesh.

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

7. RETURNS

All registers viz. Deduction register from-I. Fire register form-II. Overtime register of wages, Register of Employees in form VII and Muster roil in form VI has to be preserved for a period of there years after the date of last entry made there in. Every employer is required to send annually a return in form –III in from –III so as 1st February, following the end to the year which it relates .

The following may be added as Para 2 to regulation No. 2(c) (II):

8. NOTICE/ PUBLICITY TO THE MINIMUM WAGES:

Notice in form IV containing the minimum rates of wages fixed by the Government and the name and address of the inspector shall be displayed in the language understood by the majority of workers, 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 thing or give any information desired by and Inspector Under the Act shall be legally to do so within the meaning of section 175 of the Indian Penal Code. The rule relating inter-state Migrant, Workman may be appended in form PWD 7 & 8.

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THE INTER STATE MIGRANT WORKMEN REGULATION OF EMPLOYMENT AND CONDITION OF SERVICE ACT, 1979
Himachal Pradesh Inter-State Migrant Workmen (EC & CS) Rules,1983.

1. REGISTRATION:

i). Every Principal employer of a establishment in which 5 or more Inter-State Migrant Workmen have been employed has to obtain a certificate of Registration of his establishment from the Registering Officer (Labor Officer) of the area in which his establishment is located within the prescribed period from the date constitution the Establishment covered under the Act.

2. LICENSING OF CONTRACTORS

Every contractor who engaged 5 or more Inter –St ate Migrant Workmen has 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 execute any work through the Inter State Migrant Workmen except under and in accordance with a license issued in that behalf by the licensing officer within the territory of the Himachal Pradesh.

3. DUTIES AND OBLIGATION OF CONTRACTOR:

It is statutorily compulsory for every contractor- (a) To furnish particulars of migrant Workmen in form X within fifteen days to the Labour Officer (b) To issue a PASS BOOK to every state migrant workmen affixed with a passport size photograph of the Workmen.(c) To furnish a

(Page no-30)

4. PAYMENT OF WAGES AND OTHER ALLOWANCES:

(i) The migrant workman has to be paid wages at per with a workman of principal Employer at the same of similar kind of work, as 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, 1949.

5. DISPLACEMENT ALLOWANCE:

The contractor has to every migrant workmen at the time of recruitment a DISPLACEMENT ALLOWANCE equal to 5% of the monthly, wages payable to him or Rs.75/-whichever is HIGHER, this amount paid on account of displacement allowances is not refundable 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 Paid by the contractor to the workman both the outward and return journey. Such Workman gets also entitled 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 establishment which the Act applies is responsible for:

i). To ensure regular payment towages to such workmen.(ii) To ensure equal pay for equal work irrespective of sex. (iii) To provide and maintain suitable residential accommodation: (iv) To provide the prescribed medical facilities: (v) To provide the protective clothing as provided under rule 38 and (vi) In case of total accident or serious bodily injury to any workman, to report to the Labour Officer/ Labour Commissioner of both state and also the next of kinds of the workman.

The contractor is also required to make the payment of wages also due allowances to each inter-state migrate workmen employed by him in the presence of nominated and authorize representative of the Principal Employer and it shall be the duty of such representative of certify the amount paid as wages dues and allowance.

8. LIABILITY OF PRINCIPAL EMPLOYER:-

Wherein the case 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 or the unpaid balance due, as the case may be to the inter-state migrant workmen employed by the contractor.

If any allowance required to be paid under section 15 to an inter- state migrant workman employed in an establishment to which this Act applies is not paid by the contractor of any facilities shall be provided by the principal employer within the prescribed period at the expenses of the contractor.

Return in form Xi regarding migrate workman who have ceased to be employed to the labour officer in the area within fifteen days from the migrant workman ceased to be employed.

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

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

(ii) 'Fair Wages' means wages whether free time or piece work notified at the time of inviting tenders for the work and such wages have not been so notified, the wages prescribed by the Himachal Pradesh IPH/ Public Works Department for wages the District which the work is done (it will be notified/prescribed by the Himachal Pradesh IPH Department in consultation with the officer of the industrial Relation Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the Govt. for that class or employee engaged on the same type of work in the same area)

(iii) 'Contractor' shall include every personwhether s sub-contractor or head-man or agent, employing labour on the work taken on contract.

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

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

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

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

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

(3) **Display of notice regarding wages etc.** The contractor shall (a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the notices in English and in the local Indian languages spoken by the majority of the workers, giving the rate if wages shall have been certified by the Executive Engineer, the Superintending Engineer, or Regulation Labour Commissioner, as fair wages and the a Superintending Engineer, the Chief Engineer, or Regulation Labour Commissioner, as fair wages and the hours of work for which such wages are earned,(b) Send a copy of such notices to the certifying officer.

(4) Payment of wages

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

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

(iii) Arrears claimed after 2 months after completion of work shall not be entertained.

5. Fixation of wages periods:- (i) The contractor shall fix the wages periods in respect of which the wages shall be payable. (II)No wages period shall exceed one month. (iii) Wages of every worker employed on the contract shall be paid.(a) In case of establishments in which wages period is one week within 3 day from end of the wages period and (b) In case of other establishment before the expiry of the 7th day or 10th day from end of the wages period and according as the number of workers employed in such establishment does not exceed 1000 or exceeds 1,000(iv) when the employment of any worker in terminated by or on behalf on the contractor the wages earned by him shall be paid before the expiry of the day succeeding thereon on which his employment is terminated.(v) All payment of wages shall be made on a working day except when the work is completed before the expiry, of the wages period, in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

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

6 Wages Book and Wages slip etc:- (i) The contractor shall maintain a wage Book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars:-

(a) Name of the worker.
(b) Rate of daily or monthly wages.
(c) Nature of work on which employed.
(d) Total number of days worked during each wage period.
(e) Dates and periods for which worked overtime.
(f) Gross wages payable for the work during each wage period.
(g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
(h) Wages actually paid for each wage period.
i). Signature or thumb impression of the workers.

(ii) The contractor shall also issue a slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.

(iii) The contractor shall issue on Employment card in the prescribed from iii to each worker on the day work on entry into his employment. If the worker has already any such card with him from the previous employer, The contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the contractor and return to the worker.

(iv) **Wage book and wage slip etc.-** The contractor shall be issued and attendance cum wage card as per form iv on this page to each worker on the day of work or entry into his employment.

Signature of Contractor

Executive Engineer
Irriga. & P. H. Division
Fatehpur

FORM IV
ATTENDANCE-CUM-WAGE CARD

Card No. Dated
Name of contractor Name of worker
Name of work Address
Designation Rate of Wage

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

7. Register of unpaid wages:- The contractor shall maintain a register of unpaid wages in such from as may be convenient at the place of work but the same shall include the following particulars:-

a). Full particulars of the laborers whose wages have not been paid.
b). Reference number of the muster roll and wages register.
c). Rate of wages.
d). Wages period.
e). Total amount not paid
f). Reasons for not making payment
g). How the amount of unpaid wages was utilized. h). Acquaintance with dates.

8. **Register of accidents:-** The contractor shall maintain a register of Accidents in such from as may be convenient at the work place but the same shall include the following particulars:-

(a) Full particulars of he labors who met with accident.
(b) Rate of wages.
(c) Sex
(d) Age
(e) Nature of accident and cases of accident
(f) Time and date of accident
(g) Date and time when admitted in Hospital
(h) Date of discharge from the hospital
(i) Period of treatment and result of treatment
(j) Percentage of loss of earning capacity and disability as assessed by medical officer.
(k) Claim required to be paid under workman's compensation Act.
(l) Date of payment of compensation
(m) Amount paid with details of the person to whom the same was paid
(n) Authority by whom the commensuration was assessed.
(o) Remarks

9. Fines and deduction which may be made from wages.

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
(a) Fines

(TO BE ADDED TO SECTION (9A) IPH/HP PWD CONTRACTOR ACTOR LABOUR) REGULATION

List of acts and Omission for which fine can be imposed.

1. Willful in subordination or disobedience, whether alone or combination with another.
2. Theft, fraud of dishonesty , in connection with contractors business or property of the Himachal Pradesh IPH/Public works Department.
3. Taking of giving brides or any illegal gratifications.
4. Habitual negligence
5. Drunkenness, fighting vicious or disorderly behavior.
6. Habitual indiscipline.
7. Smoking near or around the area where combustible or other materials are stacked.
8. Habitual indiscipline.

9. Causing damage to work in progress or to property of the Himachal Pradesh IPH/Public Works Department or of the contractor.
10. Sleeping on duty.
11. Malingering of slowing down work.
12. Giving of false information regarding name, age, father's name.
13. Habitual loss of wage cards supplied by the employers.
14. Un- authorized use of employer's property or making of unauthorized articles at the work place.
15. Bad workmanship in constructions and maintenance by skilled workers which is not approved by the Department and for which contractors are compelled to undertake rectification.
16. Making false complaints and /or misleading statements.
17. Engaging in trade within the premises of the establishment.
18. Any unauthorized divulgence of business affairs of the employees.
19.Collection or canvassing for the collection of any money within the premises of any establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanctions of the employer.
21. (a) Threatening or intimidating any workmen or employer during the working hours within the premises.

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

(c) Deduction for damage to or loss of good especially entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account where such damages or loss is directly attributable to his neglect or default.

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

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

(ii) No fine should be imposed on any worker save in respect of such acts and omission on his part as has been approved of by the Chief Labor Commissioner or any other person authorized by the Himachal Pradesh Government .

(iii) No fine shall be imposed on any worker and no deduction for damage or loss shall be made from his wages units 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 paisa 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 which it was imposed.

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

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

(ii) The contractor shall maintain both in English and the local Indian Language list approved by the chief Labor Commissioner or any other person authorized by Himachal Pradesh Government clearly stating the act and omission for which penalty or fine may be imposed on a work man and display it in a good condition in conspicuous place of the work.

11. Preservation of Register:-

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

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

13. Report of labour Welfare officer:- The labour Welfare Officer or other person authorized as afore said shall submit a report of result of this investigation or inquiry to the Executive Engineer concerned indicating the extent, if any to which the default has committed with a rate that necessary deductions from the contractors 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 14 of these regulations actual payment to laborers will be made by Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.

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

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

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

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

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

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

(ii) An employer shall be entitled to be represented in any investigation or any inquiry under these regulation by:

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

(b) An officer of an federation of association employers to which the association referred to in clause (a)is affiliated.

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

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

16. Inspection of book and slips:- The contractor shall allow inspection of the wage books and the wage slips the register of unpaid wages, the register of accident and the register of fines and deductions to any to his worker or to his agent at convenient time and place after the notice is received or to the Labour Welfare Officer or any other person , Authorized by the Himachal Pradesh Government on his behalf.

17. Submission or returns:- The contractor shall allow submit periodical returns as may be specified from time to time.

18. Amendments:- The H.P. Govt. may, from time to time, add to or amend the regulation and on any question as to the application, interpretation of effect of those regulations the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner to the Himachal Pradesh Govt. on any other authorized by Himachal Pradesh Govt. in the behalf shall be final.

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 if the worker has no wife or child.

Name
(Full Address of Dependent)
(Specify Village, District& State)

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 is employed (from……. To…….)	Annual Leave number of days worked	Leave Taken (No. of days should be specified)
1.	2.	3.	4.	5.	6.

BACK SIDE OF THE CARD

Give Sr. No. as on reverse	Nature of Work done period by the	Wages period	Wages rate (with particulars of unit in case of piece work)	Total wage earned by the worker during the period shown under column 5	Remarks	Sig.of Employer
7.	8.	9.	10.	11.	12.	13.

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

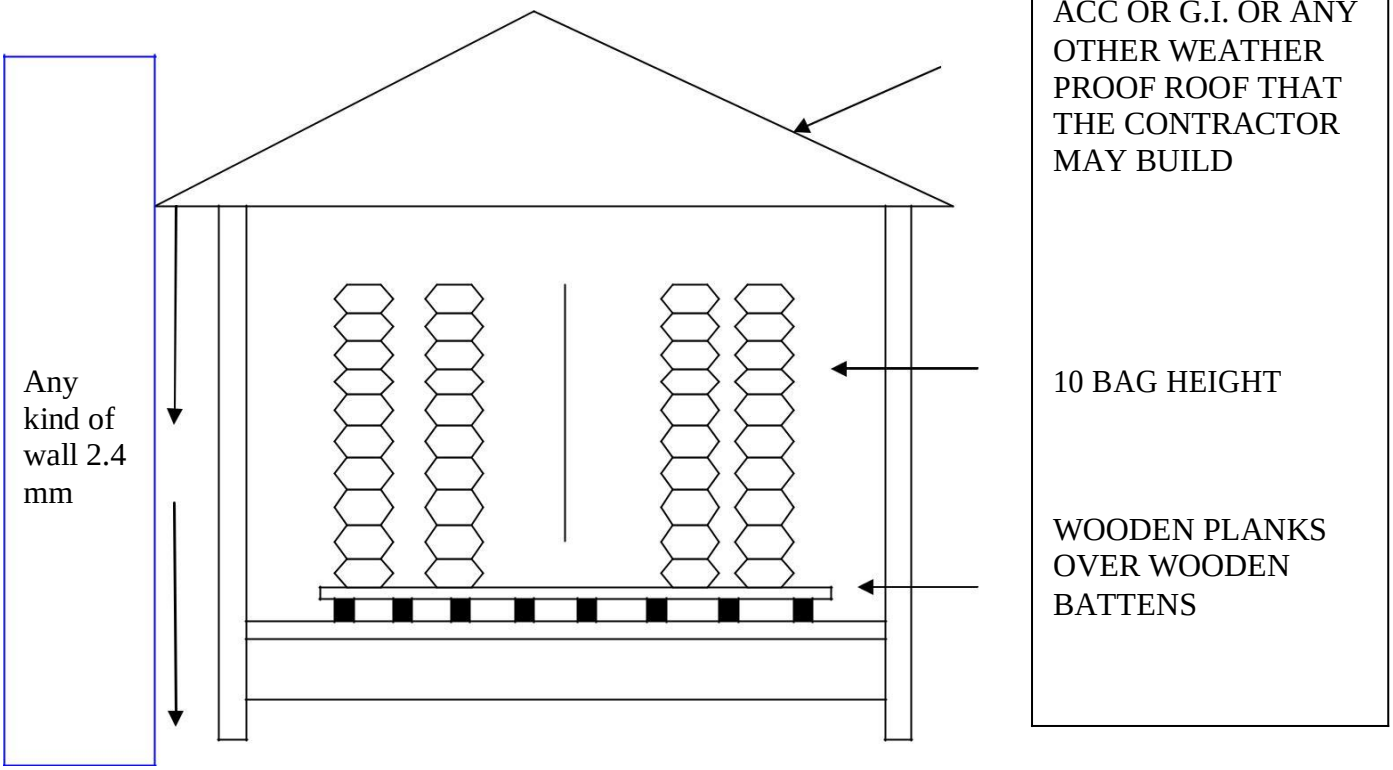
Annexure to clause 34 (j) showing quantities of materials for areas of surfacing to be considered for working out the minimum period for which the charge to recovered.

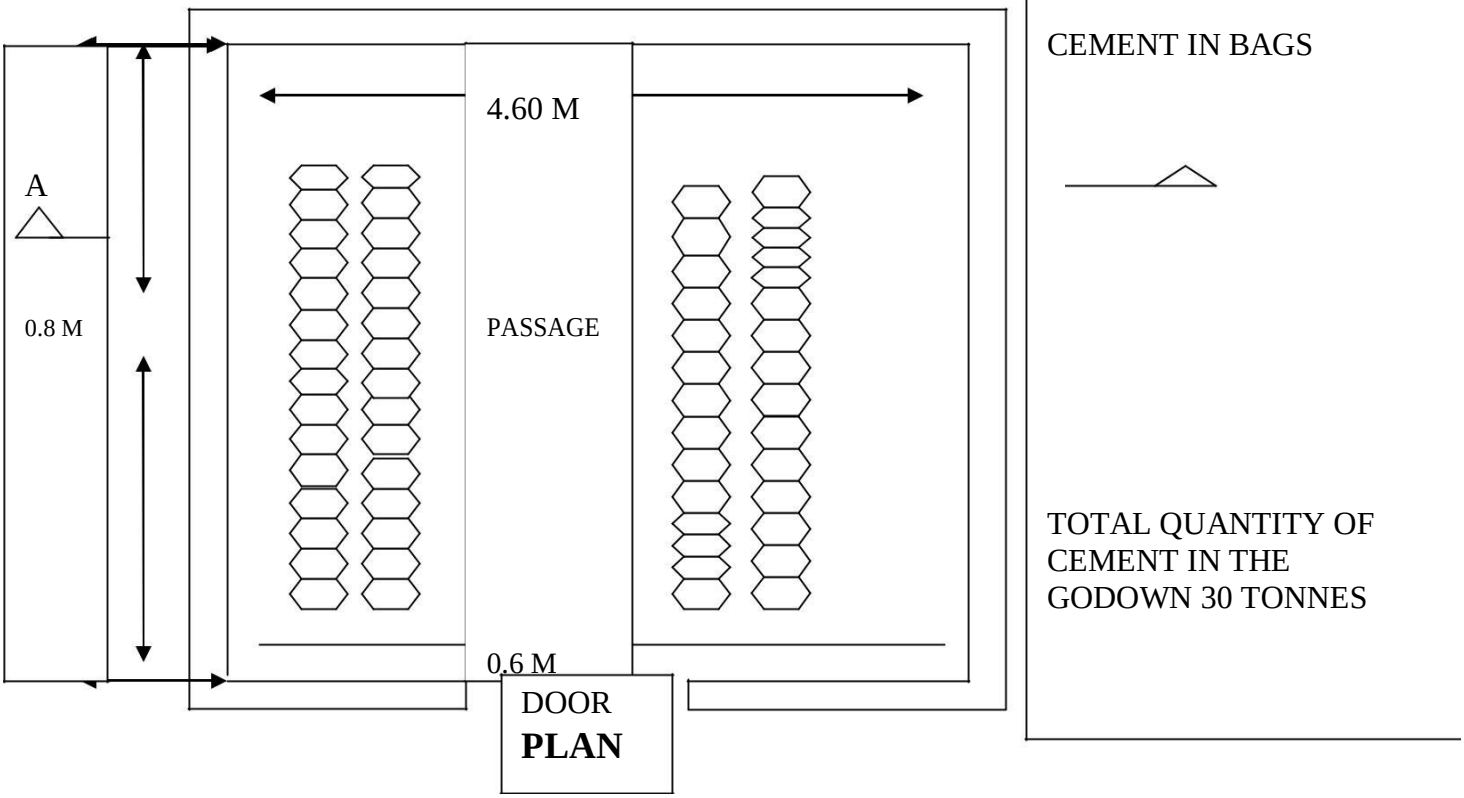
Sr. No. Materials surfacing	Quantity or area
1. Earth sub grade	20,000 Sft.
2. Stone soling 6" to 9" thick	6,000 Cft.
3. Brick soiling 4 ½ to 7 1/2 thick	8,000 Cft.
4. Wearing costs of stone ballast 3" to 4 1/2 thick	1,000 Cft.
5. Wearing cost of bajri spread and consolidated with road roller	2,000 Cft.
6. ¼ Inch thick red brick ballast 3' to 4 1/2 thick	20,000 Sft.
7 .Painting one coat with stone grit ½" quage @ 5 to 5 ½ Cft/100 Sft with binder and second coat with stone grift 31/2 guage at rate of 31/1Cft100 Sft & binder and binder being hot bitumen or tar as specified	10,000Sft
8. Painting two coats first coat with stone grit ½" guage @ 5 Cft per 100Sft with binder and second coat with stone grit 31/2 guage at rate of 31/1 Cft/ 100 Sft & binder and binder being hot bitumen or tar as specified	6,400 Sft.
9. Repairing with stone grit 3/8 icnh gauge at rate of Cft to 41/2 Cft/100 Sft 41/2 and hot bitumen or tar as specified	18,000 Sft.
10. Laying full grouted surface with stone ballast 1 ½ inch gauge @ Cft/100 Sft grouting with binding with stone grit ¾ inch to ½ inch guage stone grit at rate of @ 6 cft 100 Sft and seal coat of binder and stone grit 3/8 inch @ 31/2 cft/ 100 Sft the binder or being or hot bitumen or tar as specified	5,000 Sft
11. Laying full grouted surface with stone ballast 1 1/2 inch gauge @ 30 Cft/100 sft grouting with binding with stone grit ¾ inch to ½ inch guage stone grit at rate of @ 6 Cft 100 Sft and seal coat of binder and stone grit 3/8 inch @ 31/2 Cft/100 Sft the binder or being hot bitumen or tar as specified	5,000 Sft
12. ¾ inch thick premix carpet surfacing with stone grit 3/8 inch guage @ 8 Cft/100 Sft and bind or including tack coat the binder being hot bitumen or taras specified.	10,000 Sft
13. 1 inch thick premix carpet surfacing with stone grit 3/8 inch @ 100 Cft/100 Sft and binder including tackcoat binder being hot bitumen to tar specified .	10,000 Sft
14. 1-1/2 thick premix macadam surfacing with stone ballast 1 inch guage @ 10 Cft./100 And bitumen blinding with stone grit ½ inch gauge at the rate of 5 Cft./100 Sft. And seal coat of hot bitumen and stone grit 3/8 inch guage @ 3-1/8 Cft./100 Sft.	6,000 Sft
15. 2 inches thick premix macadam surfacing with stone ballast 1 inch gauge @ 20 Cft./100 Sft. And hot bitumen binding with stone grit ½ inch gauge at the rate of 5 Cft/100 Sft & Seal coat of hot bitumen and store grit 3/8 inch gauge at the rate of 3 1/2 Cft/100 Sft.	5,000 Sft
16.1-1/2 inches thick bitumen concrete surfacing with graded stone ballast (3/4 inch gauge to ¼ inch gauge @ 2 Cft. /100 Sft.corase sand @ 8 Cft. /100 Sft. And hot bitumen over a tack coat of hot bitumen.	5,000 Sft
17. 2 inches thick bitumen concrete surfacing with graded stone ballast (3/4 inch gauge to ¼ inch gauge @ 16 Cft /100 Sft. Coarse sand @ 8 Cft./100 Sft. And hot bitumen over a tackcoat of hot bitumen.	4,000 Sft
18. 2-1/2 inches thick bitumen concrete surfacing with graded stone ballast (3/4 nch gauge to ¼ inch gauge at the rate of20 cft/100 sft coarse sand at the rate of 10 cft/`100 sft and hot bitumen over a tackcoat of hot bitumen.	3,000 Sft
19. l inch thick bitumestic sheet with hot bitumen stone grit ½ inch to 3/8 inch @ 5-12 Cft. 100 Sft. And Badrapur sand at the rate of 5-12 Cft./100 Sft. And Badrapur sand at the rate of 5-1/2 Cft./ 100 Sft. Over a tackcoat Hot bitumen	8,000 Sft
20. 1-1/2 inch thick bitumen sheet with hot bitumen stone grit ½ inch 3/8 inch @ 8-1/4 Cft./100 Sft. Over a tackcoat of hot bitumen.	6,000 Sft

PERFORMA FOR CEMENT REGISTER

Date of receipt	Particulars of receipt quantity received	Date of issue progressive total	Particulars of issue	Qty .issued	Item of work in which issued	Quantity returned at the end of the day
1.	2.	3.	4.	5.	6.	7.

8	9	10	11	12	13
Total issue	**Daily Balance contractor's remarks**	**JE's initial**	**AE's initial**	**AE & EE**	**Period Check**


Any kind of wall 2.4 mm
ACC OR G.I. OR ANY OTHER WEATHER PROOF ROOF THAT THE CONTRACTOR MAY BUILD
10 BAG HEIGHT
WOODEN PLANKS OVER WOODEN BATTENS


A
0.8 M
4.60 M
PASSAGE
0.6 M
DOOR
CEMENT IN BAGS
TOTAL QUANTITY OF CEMENT IN THE GODOWN 30 TONNES

PLAN

FORM - I

Register of fines (Regulation 10) (D)

Employer

Sr. no 1.	Name 2.	Father's/ Husband's Name 3.	Sex 4.	Department 5.	Nature and Date of offence for which fine imposed 6.	Whether Workman showed cause against fine or not .7	Rate of Wage 8.	Date and amount of fine Imposed 9.	Date on which fine realized 10.	Remark 11.

FROM-II

REGULATION 19(1) EMPLOYER

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

Sr. No. 1.	Name 2.	Father's/Husband's Name 3.	Sex 4.	Department 5.	Damage or loss caused with Date 6.	Whether worker showed cause against Deduction if so enter date 7.	Date and amount of deduction imposed 8.	Number of Installments if any 9.	Date on which fine realized 10.	Remarks 11.

FORM-XIII
(SEE RULE 75)
REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of Contractor: _____
Name and Address of Establishment Under which Contract is carried on: _____
Name and Location of Work: _____
Name and Address of Principal Employer: _____

Sr	Name and Surname of Workman	Age & Sex	Father's / Husbands Name	Nature of Employment designation	Permanent Home Address of workman	Village & Tehsil Taluk and Distt.	Local Address	Date of Commencement of employment	Sig. or thumb Impression of the work man	Date of Termination of employment	Reason for Termination	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.

FORM-XVI
(SEE RULE 78 (S) (A))
MUSTER ROLL

Name and Address of Contractor: _____
Name and Address of Establishment Under which Contract is carried on: _____
Name and location of Work: _____
Name and Address of Principal Employer: _____
For the Month of for night

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

FORM-XVII
REGISTER OF WAGES

Name and Address of Contractor: _____
Name and Address of Establishment in under which Contract is carried on: _____
Name and Location of work: _____
Name and Address of Principal Employer: _____
For the month of for night

Sr. No	Name of Workman	Sr. No in register	Designation / Nature of work done of w/man	No. of work done	Units of work done	Daily Rate wages/ piece rate	Basic Wages	Dearness Allowance	Over time	Other Cash payments if any (Nature of payments to indicated	Total	Deduction if any (Indicate Nature)	Net Amount Paid	Sig. / thumb impression of the w/man	Initial of Contractor or his representative

WAGE CARD NO.
APPENDIX'E' (OBVARSE)
WAGE CARD

Name and Address of contractor: _____
Date of issue: _____
Name and Location of work: _____

Designation: _____
Name of workman: _____
Month/ Fortnight: _____
Rate of wage:_____

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

Received from_____ the sum of _____ on account of wage.
This wage's card is valid of for one month from the date of issue.

Signature

GENERAL SPECIFICATIONS AND CONDITIONS

1. While tendering for the work the contractor is supposed to have seen the site of work and on special claims on account of difficulties arising due to the situation of the site will be entertained.
2. The work shall be carried out as per the drawings supplied by the department and as per the instructions with up to date correction slips except where otherwise specified in description of items given on the Engineer- in – charge. The General Specification shall be as per printed HP I P H standard specification with up to date correction slips except where otherwise specified in description of items given on the schedule of quantities .
3. The contractor shall keep in safe custody all the material issued to him by the department under clause 10 and material should not be removed from the site "the if work "without prior permission of the Engineer – in – charge .

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

	Material	**Quarry**	**Material**	**Quarry**
1	Fance Stone	Barog	2 Other Stones ,	Bhatta Kufer / Barog
3	Sand	Barog Deothi	4 Ballast	Barog / Taradevi

4. Hard stone other materials should be obtained from approved quarries .Royalties taxes , Municipal , other incidental charges connected whether with for their supply of the work shall be borne by the contractor himself .
5. When any surplus earth is to be disposal of the site where the earth would be disposed of should be got approved from , Engineer – in – charge in writing before undertaking the work .Th e disposal of rubbish and malba due to construction work will be the contractor' s responsibility and nothing shall be paid extra for this disposal .
6. Owing to difficulty in obtaining certain material in open market the Govt. have undertaken to supply materials specified on pages ……..of the tender form at the rates stated therein .There may be delay in obtaining the materials by the department and the contractor is therefore to keep himself in touch with day to day position regarding supply of material from Engineer- in-charge and so adjust the progress of work that his labour may not remain idle nor therefore be any other claim due to or arising from delay in obtaining the material. It should be clearly understood that on claim whatsoever shall be entertained by the Govt. on account of delay in supplying material.
7. The contractor must ensure before taking delivery of materials from stores that these are in good condition and no account of the materials being defective will be entertained later on .If these are delivered at any other side than specified in the agreement the dirrence due to carriage will be adjusted accordingly.
8. The cement shall a stacked by the contractor in a separate godown built by him at his cost having water proof roof and walls and floor consisting of layer of dry bricks/ stone laid on well consolidated earth at least one foot above ground level. These stacks shall be in rows of 2 bags deep and 10 bags high and with minimum 2ft clear space around as per sketch attached .The bags shall be placed horizontally continuous in each line . Nothing extra will be paid for this.
9. The contractor shall be required to make double lock arrangement for storage of cement and other valuable materials at the site of work. One key will remain in the custody of Junior Engineer in charge of the work and the other with the representative of the contractor and locking arrangement should be such that godown cannot be opened unless both the contractor's and Junior Engineer are present. The issue account of all materials issued by the Department will be maintained properly and should be presented for scrutiny whenever demanded by the Department Officers . The contractor will however remain responsible for the safe custody as usual.
10. No hand mixing of the concrete will be allowed .The contractor will have to arrange for the concrete mixer himself. Concrete mixer if available with the department shall be issued to the contractor at the work site at Rs.15/-(Rupees Fifteen only) per full working day .If the mixer is utilized for less than 3 hours half the charges for that will be recovered from the contractor watch and ward of the concrete mixer for the days it remains on the work site (whether working or idle) will be responsibility of the contractor and nothing extra on this account will be paid to the contractors.

11. Hire charges will include the services of the driver and cleaner required and also cost of lubricants stores for cleaning purpose. All other charges such as cost of coal, firewood , matches ,diesel , oil , petrol ,kerosene etc. for running and working of the mixture, pay of Chowkidar for guarding the mixture at night shall however be borne by the contractor. All loses to the machinery due to negligence or theft except for fair wear and tear shall be the responsibility of contractor.

12. IPH truck if available shall be issued at Rs……Per KM. whether empty or loaded with minimum charges of Rs ……per day of working hours if the IPH Trucks are not available or are not sufficient to meet the requirement of contractor the
department will help the contractor .for arranging Trucks from the transport department provided written request is made for the same by the contractor . For arranging trucks from the Transport contactor will have to pay the amount as per / debit raised by the Transport Department .

13. The contractor will have also to pay token tax to the HRTC for the period he uses the departmental IPH Trucks on his request for bonafide work according to the rates fixed by the corporation . The receipt for payment of token tax to the HRTC will have to be produced by the contractor to the Engineer-in-charge at the time of receiving payment for the work done .

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

15. The contractor shall also be responsible for watch and ward of other materials issued to him . If contractor fails to provide sufficient fencing lighting and watch &ward to the Engineer-in charge the later after notice to the contractor will provide sufficing fencing lighting and watching staff . the cost of doing so shall fencing lighting and watching shall not relieve the contractor from responsibilities for damages caused by failure on his part.

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

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

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

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

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

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

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

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

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

24. A notice board " Road Closed" shall be arranged and fixed by the contractor at his own cost by night. The lanterns should be of standard square pattern. A notice indicating the direction that traffic, should be dept perfectly free from , tools and other constructions should be on through repair as long as the metal led surface is not opened for traffic.

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

26. The design of shuttering must be submitting be the contractor to the Engineer-in-charge before hand for obtaining his written approval before erection of the same. The contractor shall be entirely responsible for the failure of the shuttering due to non- compliance of the instructions and due to imperfection in erection and execution.

27. All reinforcement has to be placed in the position shown in the drawing. In case any reinforcement is found to have been misplace/displaced, the contractor alone will be responsible for the same. The Engineer-in-charge will be at liberty to reject all such work as substandard or to deduct for reduction due to wrong placing.

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

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

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

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

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

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

34. For testing the strength of concrete, cubes shall be prepared by the contractor under the supervision of an officer of the department not below the rank of Assistant Engineer. Samples of concrete and its testing shall be done as per IPH Department specifications and also as per relevant I.S. Codes of practice and tested in a recognized laboratory approved by the Engineer-in-charge. The cost of the making cubs, carriage to laboratory and laboratory charge, should borne by the contractor. The contractor shall, however, abide by the decision of the Engineer-in-charge, In case the result of test shows the work not up to the specified standard, contractor will carry out any order, necessitated there by at his own cost.

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

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

37. In case of brick work masonry items, the classification of brick brought by the contractor, shall strictly confirm to the printed HP IPH Department specifications referred to above irrespective of the classification shown on the permit if any issue to the contractor by be Supply Department. The contactor shall have no claim whatever on this account.

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

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

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

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

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

43. Where ever pipes are to be fixed to wall of RCC surface the contractor may be required to use rewal plugs for which nothing extra shall be payable. The contractor shall ensure that vertical pipes are truly/ vertical and horizontal pipes are truly horizontal.

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

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

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

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

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

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

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

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

52. For items not covered by the relevant IPH Department Specifications, relevant I.S.I standards for woks shall be followed.

ADDITIONAL CONDITIONS

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

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

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

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

5. The contractor shall make his own arrangements for obtaining electric connections, if required and make necessary payments directly to t concerned .

6. No payments shall be made to the contractor for any damage caused by rain , snow fall , floods or any other natural causes whatsoever du of work . The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained .

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

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

9. (a) The buildings work will be carried out in the manner complying in all respects with the requirements of relevant bye -law of the local jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

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

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

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

(e) The sanitary water supply and drainage pipes and fittings and other materials shall be of approved qualities& shall conform to the r specifications for work 1977 vol. II with up-to-date and corrected slip and shall be ISI marked. The work shall be carried out without infringing on Municipal bye-laws.

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

11. The contractor shall give performance lost of the entire installation(s) as per standard specification before the work is finally accepted, an whatsoever shall be payable to the contractor for the test.

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

13. M.S. and cold twisted bars flats, tees, angles where stipulated will be issued in available in the stores for all reinforcement items only. No this account shall be entertained.

14. The materials will be issued to the contractor at the place of delivery as mentioned in the scheduled materials. If this are delivered at any the difference due to cartage will be adjusted in accordance with clause. 12. The materials will be issued during the working hours and as per rules godowns as framed from time to time. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued.

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

16. The standard sectional weights referred to as standard table in HP specifications of works, to be considered for conversion of length o sizes of MS bars and T or steel bars into weight are as under:-

Size(mm) Diameter	Weight K/M	Size(mm) (Diameter)	Weight Kg/m
6	0.22	25	3.855
8	0.395	28	4.836
10	0.62	32	6.316
12	0.89	36	7.994
16	1.60	40	9.869
18	2.00	45	12.490
20	2.45	50	15.424
22	2.99	----	-------

Issue of steel of diameter above 10mm will be regulated on sectional weight basis, weight being calculated with the help of the abo However, for bars MS/Torsteel up to and including 10mm the following procedure shall be adopted. The average sectional weight for each diam be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the between actual and the standard coefficients given above and the contractor's account will be debited by the cost of the modified quantity decision of Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot.

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

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

19. Testing of Materials:-

(a) Samples of various materials required for testing shall be provided free of charge by the contractor . Testing charges if any, shall be the department. All other expenditure required to be incurred for taking the samples conveyance, packing etc. shall be borne by the contractor hins

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

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

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

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

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

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

25. The rate of all items of work shall unless clearly specified otherwise include cast of all labour material and other input like involv execution of the item .

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

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

(ii) The contract shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Govt. and further shall furnish such other information / document as Engineer-in-charge may require .

(iii) The contractor shall within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (45th Amendment) Act 1982 give in written not is thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.

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

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

Additional Specifications

1. The entire work shall be done as per HP IPH Specification 1990 Vol. 1 with CS upto-date and HP IPH specification for works 1990 (Vol-II) with correction slip No.1 up-to-date of tender . However in the event of any discrepancy in the description of any item as given in the schedule of quantities appended above with the tender and specifications relating to the relevant items as per IPH specifications mentioned above the former shall prevail . If the specification for any items are not available in the HP IPH specifications cited above , relevant ISI specification shall be followed . In case ISI specification are also not available , the decision of the Engineer-in-charge given in writing based on acceptable sound Engineering Practice and local usage shall be final and binding on the contractor . The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities , drawings etc. (F.P.S. units wherever indicated are for guidance only).

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

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

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

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

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

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

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

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

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

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

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

13. The fineness modulus of sand to be used in different works shall be as follows:-

1. Coarse sand, 2.5 to 3.5	As specified in the item like plain conc . RCC Work flooring work etc.
2. Fine sand 1.2 to 1.6	As specified in the item like finishing coat of cement plaster ,skirting dado etc.

14. BRICKWORK:-

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

15. RCC Work:-

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

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

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

15.4 **Precast R.C.C**.

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

15.5 The water will be tested with regard to its suitability for use in RCC work and nothing extra will be paid for on this account .

16.0 Flooring:-

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

17.0 Wood work:-

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

17.2 Timber as specified to be used for wood work shall be kiln seasoned in the relevant items in the schedule of quantities and shall conform to HP IPH specifications 19990 with correction slips up to date and will be of required variety obtained from approved sources .

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

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

17.5 Permillsible tolerance on wood work shall be as under :-

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

(i) On width and height of 3 mm (ii) On thickness of 1.2 mm .

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

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

Area of glazing	Thickness	Max Unsupported(Length)
For glazing area up to 0.2 sqm	3 mm	60 cm
For glazing area from 0.2 sqm To 0.5 sqm	4 mm	120 cm
For glazing area more than 0.5 sqm	5.5 mm	120 cm
Glazing for toilets and in fixed ventilators shall be of opaque type .		

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

where from the contractor intends to get the shutters manufactured .The contractor will place order for manufactured of shutters only after written approval of the Engineer-in-charge in this regard is given . The contractor is bound to abide by the decision of the Engineer-in-charge and recommended a name of another factory from the approved lists in cases the factory already proposed by the contractor is not found competent to manufactured quality shutters .

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

18.0 Steel Work :-

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

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

(b) Each T iron frame for doors shall have 4 Nos. M.S. lugs 15x3 mm long shall be welded to each member of frame .

(c) M.S. flat 8x25mm, 100 long having threaded holes (No. of flats shall correspond) to the No. of butthings to be fixed to door /window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butthings to the frame with machine screws . M.S. flats 8x25 mm, 50 mm long with threaded holes shall be welded to the back of the T-sections to receive the butt hings for the cleats .

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

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

18.4 All welding work shall be tested for quantity of weld as laid down in IS 822-1970 before actual erectoin ,Whereever it appears shall mean . Continuous fillet welding .

19.0 Water supply sanitary installations

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

19.2 The SCI pipes and GI pipe wherever necessary shall be fixed to RCC columns, beams etc with raw plugs and nothing extra shall be paid for this .

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

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

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

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

20.0 Variation in Consumption of Materials:-

The variation in consumption of materials shall be governed as per HP IPH specification and clauses of the contract of the extent applicable . The following specific clauses shall govern the variation in consumption of pig lead .

21.0 Variation on consumption of Pig Lead :-

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

21.1 The theoretical quantity of cement to be utilized in item of concrete involving use of single aggregate and mixed volume batching shall be computed on the basis of the co-efficient for cement to be used in different item of the work provided in DSR reducing each of the co-efficient by 5% however where the concrete is mixed by weight batching no such reduction shall be made from theoretial co-efficient given in DSR for concrete with crushed stone aggregate .

22.0 CONDITIONS:-

22.1 The contractor will have to work according to the programme work, decided by the Engineer-in-charge .The contractor shall also construct a sample unit complete in all respects within three months from the date of ward of work and this samples unit shall be got approved from the Engineer-in-charge before mass construction is taken upto extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account .

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

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

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

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

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

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

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

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

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

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

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

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

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

23.0 Conditions for issue of materials

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

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

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

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

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

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

23.7 Issue of steel of diameter above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables . However, for bar MS/T or steel up to and including 10 mm, the following procedure shall be adopted . The average sectional eight for each dia, shall be arrived at from samples from each lot of steel be modified to take in to account the variation between the actual and the standard co-efficient given above and the contractor account will be debited by the cost of this modified quantity only . The decision of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot . Quantity of each diameter of steel received at site of work each day will constitute the single lot for thus purpose .

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

24.0 CLARIFICATION REGARDING PLINTH LEVEL :-

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

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

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

(c) For retaining wall where the floor levels in hot determinate up to 1.2 meter above average ground level or bed level .

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

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

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

25.0 TESTING OF MATERIALS :-

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

(b) Samples of various materials required for testing shall be provided free of charge by the contractor, testing charges if any, shall be borne by the Department . All other expenditures required to be incurred for taking the samples conveyance packing etc. shall be borne by the contractor himself .

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

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

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

26.0 Integral Water Proof Finishing (f) = PPCCS -2 attached

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

(a) The name of the specialized firm .
(b) The trade names of the product which would be used .
(c) List of works where this treatment has been used .
(d) Quality of chlorides and sulphides used in the product .

(Contractor.....)

Executive Engineer
Irrig. & P.H. Division
Fatehpur (H.P)

ANNEXURE -IX

SCHEDULE OF MINIMUM WAGES

(SEE CLAUSE - 60.3)

Sr. No	Designation	Revised Per Day Rate Effective From 16th April 2018	
1	Beldars (Mazboor/Casual Laboures	Rs.	250.00
2	Mate	Rs.	250.00
3	Cook	Rs.	250.00
4	Mali	Rs.	250.00
5	T.Mate (Electrical)	Rs.	250.00
6	Chowkidar	Rs.	250.00
7	Helper	Rs.	250.00
8	Sweeper	Rs.	250.00
9	Cleaner	Rs.	250.00
10	Swereman	Rs.	250.00
11	Khalasi	Rs.	250.00
12	Electrical Beldar	Rs.	250.00
13	Bhisti	Rs.	250.00
14	Stone Attendent	Rs.	250.00
15	Laboratory Attendent (Under Matric)	Rs.	250.00
16	Pump Attendent	Rs.	250.00
17	Boat Man	Rs.	250.00
18	Process Server	Rs.	250.00
19	White Washer	Rs.	250.00

20	Syce	Rs.	250.00
21	Peon	Rs.	250.00
22	Frash	Rs.	250.00
23	Chainman	Rs.	250.00
24	Un-skilled Laboures	Rs.	250.00
25	Quarry man	Rs.	250.00
26	Jumper Man	Rs.	250.00
27	Driller	Rs.	250.00
28	Spray man	Rs.	250.00
29	Assistant Saw Mill Operator	Rs.	250.00
30	Feller (Garani)	Rs.	250.00
31	Logger	Rs.	250.00
32	Dresser (Pachani)	Rs.	250.00
33	Climber Looper	Rs.	250.00
34	Zoo Animal Attendant	Rs.	250.00
35	Fire Watcher	Rs.	250.00
36	Grinder for Chips Flooring	Rs.	250.00
37	Celliperman	Rs.	250.00
38	Misc Labourer	Rs.	250.00
39	Charcoal Burning Labour	Rs.	250.00
40	Pipe Lineman	Rs.	250.00
41	Survey Khalasi	Rs.	250.00
42	Bill distributor	Rs.	250.00
43	Ferro Khalasi	Rs.	250.00
44	Water guard	Rs.	250.00
45	stone Dresser	Rs.	250.00
46	Keyman	Rs.	250.00
47	Assistant Fitter	Rs.	250.00
48	Valueman	Rs.	250.00
49	Library Attendent (Class-IV)	Rs.	250.00
50	Lusker	Rs.	250.00
51	Gauge Reader	Rs.	250.00
52	Dhobi	Rs.	250.00
53	Dai	Rs.	250.00

1	Upholster	Rs.	262.00
2	Carpenter (Gr-IV)	Rs.	262.00
3	Fireman	Rs.	262.00
4	Pump Operator Cum Helper	Rs.	262.00
5	Plumber Iind Class	Rs.	262.00
6	Filed Assistant cum Operator	Rs.	262.00

1	Painter 2nd Class	Rs.	265.00
2	White Washer	Rs.	265.00
3	Bar Binder	Rs.	265.00
4	Sawyer (Charani)	Rs.	265.00
5	Muleteer	Rs.	265.00

1	Caneman	Rs.	277.00

1	Security Guard	Rs.	277.00

1	Telephone Attendant	Rs.	280.00
2	Electrical Mistry	Rs.	280.00
3	Refrigerator Mechanic	Rs.	280.00

4	Fitter Grade _II	Rs.	280.00
5	Fitter Grade -I	Rs.	280.00
6	Turner	Rs.	280.00
7	Fitter Structural	Rs.	280.00
8	Black Smith	Rs.	280.00
9	Weldar	Rs.	280.00
10	Machanic	Rs.	280.00
11	Electrical Chargeman	Rs.	280.00
12	Pump Operator	Rs.	280.00
13	Sand Plant Operator	Rs.	280.00
14	Operator	Rs.	280.00
15	Driver Oxygen Plant	Rs.	280.00
16	Hot Mix Plant Operator	Rs.	280.00
17	Plumber Gr.II	Rs.	280.00
18	Plumber Gr-I	Rs.	280.00
19	Mason Gr-II	Rs.	280.00
20	Mason Gr-I	Rs.	280.00
4	Painter Gr-I	Rs.	280.00
22	Blast man Gr-II	Rs.	280.00
23	Floor Finisher	Rs.	280.00
24	Pipe Fitter Gr-II	Rs.	280.00
25	Mortar mate Gr-I	Rs.	280.00
26	Earth Work Mistry	Rs.	280.00
27	Work Inspector	Rs.	280.00
28	Ferry Inspector	Rs.	280.00
29	Stone Munshi	Rs.	280.00
30	Forest Guard	Rs.	280.00
31	Receptionist	Rs.	280.00
32	Lab Assistant	Rs.	280.00
33	Electrician -II	Rs.	280.00
34	Electrician Auto	Rs.	280.00
35	Air Compressor Operator	Rs.	280.00
36	Operator	Rs.	280.00
37	Carpenter Gr-III	Rs.	280.00
38	Complaint Clerk	Rs.	280.00
39	Assistant Operator	Rs.	280.00
40	General Operator	Rs.	280.00
41	Telephone Operator	Rs.	280.00
42	Road Inspector	Rs.	280.00
43	Work Supervisor	Rs.	280.00
44	Stone Clerk	Rs.	280.00
45	Stone Keeper	Rs.	280.00
46	Water Works Clerk	Rs.	280.00
47	Patwari	Rs.	280.00
48	Cinema Projector Operator	Rs.	280.00
49	Computer	Rs.	280.00
50	Plumber	Rs.	280.00
51	Data Entry Operator	Rs.	280.00
52	Electrical Mistry	Rs.	280.00
53	Tailor	Rs.	280.00
54	Clerk	Rs.	280.00
55	Saw Mill Operator	Rs.	280.00
56	Work Mistry	Rs.	280.00
57	Wireman	Rs.	280.00
58	Assistant Pump Operator	Rs.	280.00

59	Price Stone Ledger Clerk	Rs.	280.00
60	Bill Clerk	Rs.	280.00
61	Meter Reader	Rs.	280.00
62	Assistant Stone Keeper	Rs.	280.00
63	Lab Technician	Rs.	280.00
64	Instrument Mechanic	Rs.	280.00
65	Fitter Mechanic	Rs.	280.00
66	Loader Operator	Rs.	280.00
67	Charge man	Rs.	280.00
68	Gatekeeper	Rs.	280.00
69	Steno Typist	Rs.	280.00
70	Library Assistant	Rs.	280.00
71	Book Binder	Rs.	280.00
72	Tabla master	Rs.	280.00
73	Dark Room Assistant	Rs.	280.00
74	Library Attendant (Class-III)	Rs.	280.00
75	canal Inspector	Rs.	280.00
76	Irrigation Booking Clerk	Rs.	280.00
77	Complaint Attendant	Rs.	280.00
78	Ferro Printer	Rs.	280.00
79	Proof Reader	Rs.	280.00
80	Photographer	Rs.	280.00
81	Ledger Booking Clerk	Rs.	280.00
82	Laboratory Attendants (Matriculate)	Rs.	280.00
1	Driver (Traftor/Jeep/Truck/Roud Roller)	Rs.	305.00
2	Driver Shawal)	Rs.	305.00
3	Stoner Chisher	Rs.	305.00
4	Carpenter 2nd class (Forest Department)	Rs.	305.00
5	Mason 2nd Class (Forest Department)	Rs.	305.00
6	Painter Ist Class (Forest Department)	Rs.	305.00
7	Linemen	Rs.	305.00
1	JDM)	Rs.	371.00
2	Junior Scale Steno	Rs.	371.00
3	Agriculture Extension Officer	Rs.	371.00
4	Shiv Modeling Instructer	Rs.	371.00
5	Surveryous	Rs.	371.00
6	Investigations)	Rs.	399.00
7	Auction Recorder)	Rs.	399.00
8	Computer Operator)	Rs.	399.00
9	Instruction	Rs.	430.00
10	Junior Engineer	Rs.	430.00
11	Draftsman	Rs.	460.00
12	Hydro Gelogist)	Rs.	520.00