



राष्ट्रीय प्रौद्योगिकी संस्थान हमीरपुर

हमीरपुर (हि.प्र.) – 177 005 (भारत)

[भारत सरकार शिक्षा मंत्रालय के तहत एक राष्ट्रीय महत्व का संस्थान]

NATIONAL INSTITUTE OF TECHNOLOGY HAMIRPUR

HAMIRPUR (H.P.) - 177 005 (INDIA)

[An Institute of National Importance under Ministry of Education (Shiksha Mantralaya)]

{OFFICE OF CONSTRUCTION CELL}

SHORT TERM TENDER NOTICE

1. Sealed item rate tender on form 6 & 8 are hereby invited by the undersigned for the following works on behalf of the Director, NIT Hamirpur (HP) from the Approved/ Eligible/Sole/Resourceful firms/ Authorized Agencies, Supplier/Contractors, who are registered with Central Public Works Department, HP State Public Works Department, MES and Railways, having experience in appropriate field and who have successfully completed works of similar type, so as to reach in the office of the undersigned as per date & time mentioned below. In case the date of receiving/opening of tender falls on a holiday declared by the Govt. the tender will be receive/opening on the next working day at the schedule mention below. **The tender document can be downloaded from our institute website www.nith.ac.in. The tender form must accompany i.e. proof of valid Enlistment Certificate, Earnest Money, Work Experience Certificate, PAN & GST Registration Certificate.**

The earnest money in the shape of FDR duly pledged in favour of the Registrar , NIT, Hamirpur (HP) must accompany with tender document. Tender form, received without earnest money will be rejected. The Executive Engineer reserves the right to accept or reject any or all tenders without assigning any reason (s).

| Sr. No. | Name of works | Estimated cost in Rs. | Earnest Money in Rs. | Time Limit |
|---------|--|-----------------------|----------------------|------------|
| 1. | Repair & maintenance of road at NIT Hamirpur. (SH: Patch work of road from Gate No. I to Gate No.- II Phase-I) | Rs. 4,78,380/- | Rs. 9,570/- | 15 Days |

2. Availability of bid document and mode of submission:-The bid document is available on institute web site www.nith.ac.in and bid should be submitted in offline mode.
3. Key dates: (I)

| | | |
|-----|---|---------------------------------------|
| 1. | Date from which Tender Form can be downloaded from NIT web site i.e. www.nith.ac.in | From 05:30 P.M. on 20/05/2022 onwards |
| 2. | Time & last date of receipt of Tender in off line mode in the office of undersigned | Up to 11.00 A.M. on 30/05/2022 |
| 3.. | Date of opening of tender | 30/05/2022 at 11:30 A.M. |

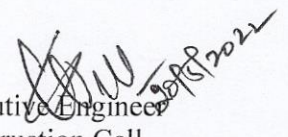
4. Tender Details:-The tender Documents shall be uploaded in 2 cover:-

Cover 1:-Shall contain scanned copies of all “Technical Documents/Eligibility information”.

Cover 2:-Shall contain “BOQ/Financial Bid”, where contractor will quote his offer for each item.

5. Submission of Original Documents: The bidders are required to submit (a) original bid security/Earnest Money deposit (EMD) and other technical documents in the O/o Executive Engineer, NIT, Hamirpur as specified in the key dates at **Sr. No.3** above on tender opening dates & schedule, failing which the bids will be declared non-responsive. **EMD in the form of FDR must be pledged in the favour of Registrar, NIT Hamirpur-177005. The EMD should remain valid for a period of 180 / 365 days which ever applicable beyond the final bid validity period i.e. 90 days.** EMD of unsuccessful bidders will be returned after the expiry of the final bid validity or before the 30th day of the award of contract. The above condition is applicable to all & no relaxation will be given.
6. BID OPENING DETAIL:- The bids shall be opened as per schedule specified in the key dates of **Sr. No. 3** in the Office of Executive Engineer, NIT, Hamirpur in presence of Tender Opening Committee. The bidders are advised to present along with original documents at the time of opening of tenders in their interest. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time & venue.
7. The bids for the work shall remain valid for acceptance for a period of not less than 90 days after the deadline i.e. within three months. Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidder of any bid updates. The Undersigned shall not be liable for any information not received by the bidder. It is the bidders responsibility to verify the website for the latest information related to the tender.
8. **The copy of enlistment & renewals, Copy of PAN issued by Income Tax Department and copy of GST registration Certificate must accompany in the cover-1.**
9. The bidder must have successfully completed at least one similar work of value not less than estimated Cost of this work or two similar works each of value not less than 50% estimated cost of this work or three similar works each of value not less than one third of the estimated cost of this work.
10. Rates:- Rates of items may be quoted as per BOQ including GST in Indian currency. Tender will be awarded to the participating bidder who will be lowest in terms of total of all items and as per comparative statement.
11. The successful tenderer shall be required to submit a Performance Guarantee @3% (Three Percent) of the awarded amount within 15 days after signing the agreement.
12. The bidders shall have to produce supporting documents giving date of award, date of commencement and completion from the concerned competent authority (Rank not less than Executive Engineer) and should be included in cover-1.
13. The financial Bid of those Bidders will only be opened whose technical bid will be approved by the Tender Opening Committee constituted for the purpose.
14. Conditional/ telegraphic tenders shall summarily be rejected.
15. The tender/bid shall be kept in a sealed envelope super scribed as "Tender for (Name of work and date of opening _____)".
16. Undersigned reserves the right to **accept or reject** the tender of firms having more than two such works pending & whose performance is not satisfactory as per schedule.
17. The jurisdiction of the law of Court shall be at Hamirpur (HP).

18. The rates should be inclusive of all service charges including Building Cess, Water Charges & GST etc. as per Govt. of India notification and should be quoted both in words & figures .

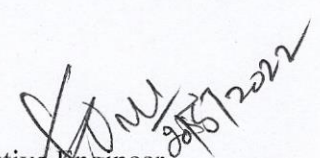

Executive Engineer
Construction Cell
NIT Hamirpur-177005

No: NIT/HMR/CC/CB/M-23/2022-23/392-402

Dated: 20/05/2022

Copy forwarded to the :-

1. Director NIT Hamirpur for kind information please.
2. Registrar NIT Hamirpur for kind information please.
3. Dean (P&D) NIT Hamirpur for kind information please.
4. F.I. (C.C.) for getting the advertisement display in the Institute website please.
5. All the members of Tender Opening Committee i.e. Associate Dean (CIM), F.I. (Purchase) or his nominee, Assistant Registrar (A&F) or his nominee, Assistant Registrar (Audit) or his nominee & Assistant Registrar (C.C.) for kind information please.
6. Assistant Engineer (Civil) for information please.
7. Drawing Branch of Construction Cell for information please.
8. Notice Board.


Executive Engineer
Construction Cell
NIT Hamirpur-177005

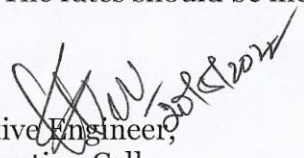
Form 6

1. Sealed e-tender notice is hereby invited on behalf of the Director, National Institute of Technology, Hamirpur for the work **Repair & maintenance of road at NIT Hamirpur. (SH: Patch work of road from Gate No. I to Gate No.- II Phase-I).** The Approved/ Eligible/ Resourceful firms /Authorized agencies/ Suppliers/ Manufacturer/ Contractors, who are registered with CPWD/State PWD's /MES /or Railways in appropriate class having experience in appropriate field of Civil Engineering.
2. The Estimated Cost of the work in **Rs. 4,78,380/- [Rs. Four Lakhs Seventy Eight Thousand Three Hundred Eighty only].**
3. Contract documents consisting of the detailed plans, complete specifications, the schedule of quantities, various classes of work to be done and the set of terms & conditions of the contract to be complied with by the persons whose tender may be accepted, which will also be found printed in form of tender, can be seen in the office of Executive Engineer between 11:00 A.M. and 5:00 P.M. every day except on weekends and other Public holidays of the National Institute of Technology, Hamirpur.
4. Earnest Money amounting to **Rs. 9,570/- [Rupees Nine Thousand Five Hundred Seventy only]** shall be in the shape of FDR payable to the **Registrar, NIT, Hamirpur** drawn on any nationalized bank and payable at Hamirpur **up to 11:00 A.M. on 30-05-2022.** The earnest money of the unsuccessful bidders shall be returned only after award of the work to the lowest /successful bidder.
5. The tenders /Bid shall be submitted in a sealed cover/envelop super scribed as tender for the above mentioned work and date of opening **30-05-2022 at 11:30 A.M.**
6. The tenders sealed in above manner, shall be received in the office of Executive Engineer up to **30-05-2022 at 11:00 A.M.** and opened on **30-05-2022 at 11:30 A.M.**
7. The time allowed for completion of this work will be **15 Days** and is to be reckoned the 10th day after the date of written order to commence the work.
8. The contractor should quote the rates and amount tendered by them, both in figures words. The amount for each item should be worked out and requisite totals given.
9. The Earnest Money shall be in the shape specified in CoI. 4 above and payable at Hamirpur in favour of the **Registrar, NIT Hamirpur.**
10. The tenders of those firms / contractors, who do not deposit the Earnest Money prescribed manner, will summarily be rejected.
11. Security shall be deducted on prorata basis from the each running account /final bills firm / contractor amount of which shall be calculated as under:
 - (i) In case of the work costing up to Rs. 2.00 lacs @ 10% on the tendered amount of the work to tender.
 - (ii) In case of the work costing between Rs. 2.00 to 5.00 lacs @10% on the first Rs. 2.00 lacs and 7.5% on the balance amount.
 - (iii) For work costing between 5.00 to 50.00 lacs @ 10% on first Rs. 2.00 lacs + 7.5% on three lacs +5% on balance amount.
 - (iv) In case of work costing more than 50.00 lacs @ 10% on first Rs. 2.00 lacs + 7.5% on three lacs +5% on next 45.00 lacs + 2.5% on balance amount.
12. The acceptance of the tender will rest with the Executive Engineer who does not bind himself to accept the lowest tender and reserves to himself the

- authority to reject any or all tenders received, without assigning any reasons. Tender in whom any of the prescribes conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
13. Canvassing in any form is strictly prohibited and the tender submitted by a Firm / Contractors who resorts to canvassing will be liable to rejection.
 14. The item rate tender containing rates in percentages below or above shall be summarily rejected. However when a tenders voluntarily offers a rebate for payment with stipulated period, this may be considered.
 15. Special care should be taken to write the rates both in figures and in words and the rate in figures be entered in such a way that interpolation is not possible. The total amount of tender be written in both figures and in words. In case of figures, the words "Rs". be prefixed to the figures of Rupees and "p" be suffixed to the figure of paisa after the decimal. For example "Rs 23.45 p".
 16. Sale Tax / GST or any other tax on materials to be used on this contract shall be payable by the firm /contractor him-self and the NIT will not entertain any claim whatsoever in this respect.
 17. The Contractor shall not be permitted to tender if any of his relatives is posted as a Divisional Accountants or as office in any capacity between Superintending Engineer to Assistant Engineer (both inclusive). He shall also intimate the names of such person who are working with him in any capacity or are subsequently employed by him and who are near relatives of any office of the National Institute of Technology, Hamirpur. Any breach of this condition would render him liable to be removed from the list of the approved contractors of Institute.
 18. The Contractor shall give a list of all employees of the National Institute of Technology Hamirpur related to him. No Engineer or other Employed in Engineering or Administrative duties in the National Institute of Technology Hamirpur is allowed to work as a contractor for a period of two years of his retirement from the service without previous permission of the National Institute of Technology Hamirpur.
 19. This tender shall remain open for acceptance for a period of Ninety days from the date of opening of tenders.
 20. No exemption from the payment of earnest money is available.
 21. The tender for this work shall not be witnessed by a contractor or contractor(s) who himself/themselves has / have participated in the tender for the same work. Failure to observe this condition would result in cancellation of the tenders of both the tendering and witnessing contractors.
 22. While quoting the rates in schedule of quantities, the words 'only' shall be written immediately following the amount and it should be written in the next line. Also in case of discrepancy rates quoted in figures and words the lower of the two shall be considered as correct.
 23. Overwriting in the tender is strictly forbidden and correction if any should be initiated. Tender containing doubtful figures shall be rejected.
 24. The tenders shall sign each page of the tender.
 25. In case a tender withdraws the offer or refuses to carry out the work for which he has cast his tender and is found to be the lowest after opening of the tender within validity period of fails to start the work within fifteen days issue of award letter, the earnest money deposited for that tender shall stand forfeited and will be absolutely at the disposal of the National Institute of Technology, Hamirpur without any reservation on the part of contractor.

NOTE:- Only through rates will be accepted for all items:-

- (i) Deduction of cess as per provision of building and other construction workers welfare cess act 1996 and Himachal Pradesh building & other construction workers Rules 2008. The NIT will recover 1% Building Cess and 1% Water Charges from each running bills of the contractor on work done amount in Civil works and water charges will exempted on Electrical works & supply of items.
- (ii) Any Taxes if imposed by the Govt. from time to time will be applicable and will be deducted from the contractor.
- (iii) The rates should be inclusive of all service charges GST etc.


Executive Engineer,
Construction Cell,
NIT Hamirpur-177005.

BoQ

Tender Inviting Authority: Executive Engineer, NIT Construction Cell, Hamirpur (HP).

Name of Work:- Repair & Maintenance of road at NIT Hamirpur (SH:- Patch work of road from Gate No. I to Gate No. II Phase-I), Estimated Cost:- Rs. 4,78,380.00 Only, Earnest Money:- Rs.9,570.00 Only and Time:- 15 Days.

Contract No: 01972 254250

| Name of the Bidder/ Bidding Firm / Company : | | | | | | |
|--|--|----------|-------|---|-----------------------------|--------------------------|
| Sr. No. | Item Description | Quantity | Units | BASIC RATE In Figures To be entered by the Bidder in Rs. P | TOTAL AMOUNT in Rs. P | TOTAL amount in Words |
| 1 | Providing and laying bituminous concrete including cutting of potholes, cleaning laying tack coat, compacting and rolling as per direction of Engineer-in -charge including all entire carriage of materials up to all leads, lifts and cost of other incidentals. | 1000.00 | Cft. | | | |

Signature of firm/contractor
With Seal

Executive Engineer, 26/5/2022
NIT, Construction Cell,
Hamirpur (HP).

National Institute of Technology

HAMIRPUR (HIMACHAL PRADESH)

State H.P.
Branch:- NIT Hamirpur

Division:- NIT C & M Section
Sub. Division:- C & M Section (C & E)

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

1. All works proposed for execution by contractor will be notified in a form of invitation to tender passed on public places signed by the Executive Engineer. This form will state the work to be carried out as well as the date of 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 specifications, designs and a drawing and a schedule of quantities and the rates of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be open for inspection by contractor at the office of the Executive Engineer of concerned division during office hours.

2. In the event of 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 authorising him to do so such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership act.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners except where the contractor are, described in the tender as a firm in which case the receipt 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 per cent above or below the estimated rates 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 propose any alteration in the work specified 1 in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope. How much percent above or below the estimated rates specified in Rule No.1, he is willing to undertake the work only one rate of Percentage more/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 each item of work.

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

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

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

8. The memorandum of work tendered for and the schedule of materials to be supplied by the NIT and their issue rates shall be filled in and 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 and completed he shall request the office to have this done before he completes and delivers his tender.

9. If it is found that the tender is not submitted in proper manner or contains too much corrections or absurd rates or amounts it would be open for the NIT 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 drainages 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 confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudice to the safety of the same.

Addition

Deletions

Correction

Over writing

(Contractor.....)

(E. E.)

6

PERCENTAGE/ITEM RATE TENDER FOR WORKS

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

Name of work _____

MEMORANDUM

- (a) General description
- (b) Estimated cost Rs. _____
- (c) Earnest Money Rs. _____

Amount of Earnest money to be deposited with each tender.

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

(d) Security deposit

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 Himachal Pradesh at the time of tender, will be treated as part of Security Deposits. The Security Deposit will also be accepted in the shape of National Saving Certificate pledged in favour of the E.E. NIT Hamirpur in any to the Post Office in Himachal Pradesh.

- 1 . Cash
- 2. Promissory notes and stock certificate of Central Govt. or State Government.
- (e) Time allowed for the work from the 15th day after the date of written order to commence.....Month(s)

Should this tender be accepted in whole or in part, I/We thereby agree.

(i) to abide by and fulfill the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and pay to the NIT Hamirpur his successors in office, the sum of money mentioned in the said condition. **A sum of Rs.....**is hereby forwarded in the shape of National Saving Certificate in any of the Post Office in H.P. as Earnest Money, If I/We fail to commence the works specified in the above Memorandum. I/We agree that the said Engineer-in-charge or his successors-in-office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards Security deposit mentioned against clause (d) of the above mentioned Memorandum;

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

Exemption from the payment of Earnest Money.

I/We have already furnished security to the Director NIT Hamirpur in lieu of earnest money and have deposited with the director NIT Hamirpur a lump sum.....as earnest money in individual cases and I/We therefore claim exemption in terms of the bond executed by me/us and bearing No.....dated the.....day of 20.....against necessity of depositing earnest money in respect of the above tender for work. I/We agree that should I/We fail to commence the work specified in the above memorandum as the amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the NIT and the same may at the option of the Director NIT Hamirpur be recovered out of the deposit in so far as the same may extend in terms of the said Bond and in the event of deficiency out of any other moneys due to me/us or otherwise.

Signature of Contractor

Dated the .day of200.....

Witness Dean (P&D) and Registrar

Address

Occupation

The above tender for the sum of Rs(Rupees.....)

is hereby accepted by meConstruction Cell NIT on behalf of the Director NIT Hamirpur)

Signature of contractor before submission of tender
Signature of witness to contractor's signatures

Contractor

Executive Engineer
NIT Construction Cell
Hamirpur (H.P.)

| | | | |
|-------------------|-----------|------------|--------------|
| Addition | Deletions | Correction | Over writing |
| (Contractor.....) | | | (E. E.) |

CONDITIONS OF CONTRACT

Definition

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

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

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

(b) The **'Site'** shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or *street* which may be allotted or used for the purpose of carrying out the contract.

(c) The **'Contractor'** shall mean the individual or firm or company, whether incorporated or not, 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 NIT means the National Institute of Technology Hamirpur (H.P.)

(e) The **'Engineer-in-charge'** means the Divisional Officer or Sub-Divisional Officer as the case may be who shall supervise and be in charge of the work and who shall sign the Contact on behalf of the Director NIT Hamirpur.

(f) **'NIT'** shall mean the Chairman of the NIT Hamirpur

(g) The term 'Director' means The Director of NIT Hamirpur.

(h) where the word **'SE'** appears it would seem to mean superintending Engineer or a person so authorized by the director NIT words imparting the singular number includes the plural number and vice verse.

CLAUSE 1.- Security Deposits

The person/persons whose tender (s) may be accepted (hereinafter called the contractor, shall permit NIT at the time of making any payment to him for work done under the contract to deduct such sum as along with the sum already deposited as earnest money as security which will amount to :

Security to be Deducted : Security deposit for the works shall be as under :-

- (i) For work costing Rs. 5 Lacs = 10%
- (ii) For work costing above Rs. 5 Lacs to Rs. 50 Lacs = (i) + 7.5%
- (iii) For work costing above Rs. 50 Lacs to Rs. 100 Lacs = (ii)+5%
- (iv) For work costing above 100 lacs = (iii) + 2.5% (without any limit)unless he is/they are exempted from payment of security deposit in individual cases or has/have deposited the amount of security at the rate mentioned above in the shape of F.D.R. on any Nationalized Bank /Time Deposit Account (duly pledged in favour of Executive Engineer NIT Hamirpur

50% of the security will be returned on completion handing over or works and remaining security amount will be released after the defect liability period is over, Security amount will also be allowed to be deposited in the shape of N.S. Cs. /F.D. Rs. and other certificate included in Para 22.3 (ii) of the CPWD Manual.

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

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

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

1-A Earnest money shall be taken @ 2% (two percent) of the amount put to tender without any limit. However Earnest money will be taken in the shape of NSC's/FDR's duly pledged in favour of the E.E. NIT Hamirpur as has been the practice till now.

CLAUSE 2 : Compensation for delay

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

Compensation for delay of work

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

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

The compensation under clause 2 of the agreement at the 1st instance has to be calculated and assessed by the Engineer-in-Charge for delay in execution of work as per time schedule agreed to between the parties, after giving detailed facts of the case. The compensation can be levied by the Engineer-in-Charge and shall be confirmed by the Dean (P&D). The Dean (P&D) on further reference, appeal or revision may confirm such compensation or reduce it. The decision of the Superintending Engineer arrived at after considering the various mitigating circumstance shall be final. The Superintending Engineer is entitled to levy provisional compensation on the recommendation of the Engineer-in-Charge and same can be modified by him if found necessary after the careful consideration of various circumstances and revised progress made by the contractor while making final confirmation of compensation in writing. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the items or group of items of work for which a separate period of completion is originally given, the amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the NIT. In case, the contractor does not achieve a particular milestone mentioned in Schedule-A of Annexure-A or the reschedules milestone 9(s) in terms of clause 4 of annexure-A, the amount shown against the milestone(s) shall be withheld to be adjusted against the final grant of Extension of time to be decided on completion of work. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount. The compensation once conformed by the Dean (P&D) is non-deferrable and non arbitrable.

ANNEXURE-A

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

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

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

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

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

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

vii) Non availability or breakdown of tools and Plant to be supplied or supported by NIT.

| Addition | Deletions | Correction | Over writing |
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| (Contractor.....) | | | (E. E.) |

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

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

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

SCHEDULE-A

Number of days from the date of issue of letter of acceptance for reckoning date of start_____days

Miles Stone (s) as per table given below

Table of the miles stone (s)

| Sl. No. | Description of Miles stone (Physical) | Time allowed in days (from date of start) | Amount to be with-held in case of non achievement of mile stone |
|---------|---------------------------------------|---|---|
| 1 | | | |
| 2 | | | |
| | | | |
| | | | |

OR

| Sl. No. | Financial Progress | Time allowed in days (from date of start) | Amount to be with-held in case of non achievement of mile stone |
|---------|-----------------------|---|--|
| 1 | 1/8th (of whole work) | 1/4th (of whole work) | in the event of not achieving the necessary progress as assessed from the running payment 1% of the tendered value of work will be with-held for failure of each mile stone. |
| 2 | 3/8th (of whole work) | 1/2 (of whole work) | -do- |
| 3 | 3/4th (of whole work) | 3/4 (of whole work) | -do- |
| 4 | Full | Full | -do- |

Time allowed for execution of work.....

Authority to give fair and reasonable

Extension of time for completion of work }

CLAUSE 3

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

(i) If the contractor having been given by the Engineer -in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or on workman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

Addition
(Contractor.....)

Deletions

Correction

Over writing
(E. E.)

(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 which entitle the Court of Creditor to appoint a receiver or manager or which entitle the court to make a winding up or e.g.

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

(iv) If the contractor commits any acts mentioned in Clause 21 here of When the contractor has made himself liable for action under any of the cases aforesaid, the Executive Engineer C&M Section shall act as below after concurrence by the competent authority be on behalf of the Director NIT Hamirpur shall have powers:

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

(b) To employ labour paid the NIT Department and to supply material to carry out the works or any part of the work debiting the contractor, with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Executive Engineer C & M Section shall be final and conclusive against the contractors) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor, under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contract or provided always the action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the NIT are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

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

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

CLAUSE 4: Contractor to remain liable to pay compensation if action not taken under clause 3 Powers to or take possession of or removal of contractors plant.

In any case in which any of the powers conferred upon the Engineer-in-charge by clause 3 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default on the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of Engineer-in-charge putting in force all or any of the power vested in him under the preceding clause he may if he so desires after giving a notice in writing to the contractor take possession of (or at the sole discretion of the Engineer-in-charge which shall be final) use as on hire (the amount of hire money being also in the final determination of the Engineer-in-charge) Which shall be final) use as on hire (the amount of hire money being also in the final determination of the Engineer-in-charge) all or any tools, plant, materials and stores, in or upon the works of the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rates to be certified by the Engineer-in-charge, whose certificate thereof shall be final, otherwise the Engineer-in-charge by notice-in-writing may order the contractor or his clerk or the works foreman or other authorized agent to remove such tools, plant, materials or stores from the Premises (with in a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale of account of the contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE.5: Extension of Time

The time allowed for execution of work as specified in the Schedule "A" or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in schedule If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time , with the approval of competent authority, if any, as may, in his opinion be necessary or proper.

Addition

Deletions

Correction

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(E. E.)

Miles Stone (s) as per table given below

Table of the miles stone (s)

| Sl. No. | Description of Miles stone (Physical) | Time allowed in days (from date of start) | Amount to be with-held in case of non achievement of mile stone |
|---------|--|--|--|
| 1 | | | |
| 2 | | | |
| | | | |
| | | | |

| Sl. No. | Financial Progress | Time allowed in days (from date of start) | Amount to be with-held in case of non achievement of mile stone |
|---------|-----------------------|--|--|
| 1 | 1/8th (of whole work) | 1/4th (of whole work) | in the event of not achieving the necessary progress as assessed from the running payment 1% of the tendered value of work will be with-held for failure of each mile stone. |
| 2 | 3/8th (of whole work) | 1/2 (of whole work) | -do- |
| 3 | 3/4th (of whole work) | 3/4 (of whole work) | -do- |
| 4 | Full | Full | -do- |

CLAUSE 6 : Completion Certificate

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

(E. E.)

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 of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill there for be entitled to receive a monthly payment proportionate to the part thereof than executed to the satisfaction of the Engineer-in-charge whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded' as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in any respect or the accruing of any claim, not shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months if the amount of the contract plus that of the additional items is upto Rs. 2 lakhs and in 6 months of the same exceeds Rs. 2 lakhs of the submission of such bill. If there shall be any dispute about any items or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed item within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE 7 (A) : Whenever there is likely to be delay in recording detailed measurements for making a running payments in the case of residential buildings, advance payments without detailed measurements for work done other than foundation and finishing items upto (a) lintel level (including sun shade etc). and (b) slab level for each floor for each floor worked out at 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 upto level in question. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payment s 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 work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid; a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list.

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

Before taking any measurement of any work as has been referred to in clause 6,7 and 8 hereof the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference 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 shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE 9 A: Payment of Contractors Bills to Bank

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

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the NIT,

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If the specifications or schedule of items provided for the use of any special materials to be supplied from Engineer-in-charge's stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the 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 deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in NIT 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 NIT 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 determination of the contract shall be returned to the Engineer-in-charge at a place directed by him, if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials. On being required to return the store-materials the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the stores/materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the storage if any. The decision of the Engineer-in-charge shall be final and conclusive in the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust be liable to NIT For all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in 'no case be entitled to any compensation or damages on account of any delay in supply or non supply thereof of all or any such materials and stores. Provided further that the contractor shall be bound execute the entire work if the materials are supplied by the NIT 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 were originally procured, by the contractor for themselves can also be taken over by Government required of use, other work in progress, only on special arrangements and the prevailing market rates at which the articles similar description can be procured at a given time at the stores godown, from the public market suitable to division for obtaining a supply thereof).

CLAUSE 10 : "The Material supplied under Clause-10 shall not be construed as Sales for determining any Sale Tax under the H.P. General Sales Tax Act 1968."

(Amended vide Spl. Secretary (PW) to the Govt. of HP letter No. PBW(B)15-1/2004 dated 23-05-2011 and further circulated vide Engineer-in-Chief, H.P.P.W.D., Shimla letter No. PW/CTR/32-20/Gen. Ins./2011-3774-3873 dated 04-06-2011).

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

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

CLAUSE 10 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 a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten per cent of the price and for wages prevailing at the time of acceptance of the tender for the work, and the contractor thereupon necessarily and properly pays in respect of that materials (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied; provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision 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 10 thereof and/or of wages of labour is decreased and a direct result of the coming into he force of any fresh law or statutory rule order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and/or wages prevailing at the time of acceptance of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied-from the Engineer-in-charge's stores in accordance with clause 10 thereof and/or labour engaged on the execution of the work after the date of the coming into force of' such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to difference between the prices of materials and/or wages as they prevailed at the time of acceptance of tender for the work minus ten per cent thereof and the prices of materials and/or wages of labour on the coming into force of such law; statutory rule or order.

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

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this 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 provided, however, no reimbursement shall be made if increase is not more than 10% (Ten percent) of the only the excess over 10% (Ten percent) and provided further that any such increase shall not be payable if such increase has become operative after the contractor extended date of completion of the work in question. No adjustment of profit shall be allowed under clause 10-C/10-CC for the extended period.

Clause 10(CA) :

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

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

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

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

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

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

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

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

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

Adjustment for cement component

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

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

V_c = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

C_o = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development Government of India, New Delhi.

C_i = The all India average wholesale price index for cement for the month under consideration as published by the Ministry of Industrial Development Government of India, New Delhi.

P_c = Percentage of cement component of the work.

Adjustment for steel component.

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

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

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_o = The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by Ministry of Industrial Development, New Delhi.

S_i = The all India wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

P_s = Percentage of steel component of the work. Note: for the application of this clause, index of Bars and Rods has been chosen to represent steel group.

Addition

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(E. E.)

Adjustment of bitumen component:

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

$$V_b = \frac{0.85 \times P_b \times R(B_i - B_o)}{100B_o}$$

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

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

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

Pb = Percentage of bitumen component of the work.

Adjustment of POL (Fuel and Lubricant) component:

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

$$V_f = \frac{0.85 \times P_f \times R \times (F_i - F_o)}{100}$$

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

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

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

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

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

CLAUSE 10 (CC) : If the price of materials (not being materials supplied or services rendered at fixed prices by the Dept. in accordance with Clause 10 & 34 hereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provision detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contracts validity is extended under the provisions of clause-5 of the contract without any action under clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 6 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provision:

1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.
2. The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running of final and from this amount the value of materials supplied under clause 10 of this contract or services rendered at fixed charges as per clause 34 of this contract & proposed to be recovered in the particular bill shall be deducted before the amount of compensation for escalation is worked out, in the case of materials brought to site for which any secured advance is included in the bill the full value of such materials as assessed by the Engineer-in-charge (and not the reduced amount for which secured advance, has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost shown in the bill, running or final. Further the cost of the work shall not include any work for which payment is made under clause 12 or 12 (a) at prevailing market rates.

3. The components of materials, labour P.O.L. etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender, papers and the decision of the Engineer-in-charge in working out such percentage. shall be binding on the contractor.

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

(i)
$$VM = \frac{W \times X \times (M_i - M_{i0})}{100M_{i0}}$$

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Deletions

Correction

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VM = Variation in materials cost of fuel, oil and lubricant increase in the amount to be paid or recovered.

W = Cost or work done worked out as indicated in sub para 2 above.

X = Component of materials expressed as percent of the total value of work.

MI & MI₀ = All India whole sale index for commodities for the period under reckoning as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration & that valid at the time of receipt of tenders, respectively.

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

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

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

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

FI & FI₀ = Average index number of wholesale price for group (fuel, power, light and lubricants) as published weekly by the Economic Advisor to Govt. of India, Ministry of Industry for the period under reckoning and that valid at the time of receipt of tenders respectively.

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

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

(b) The index (MI/FI etc.) relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant the three calendar months. If the period upto date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI₀ & FI₀ shall be the average of the indices for the month falling within that period.

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

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

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

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

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

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

LI₀ = Minimum wage in Rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as on the last date on which tenders for the work were to be received.

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

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

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

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

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

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

(i) No such adjustment for the decrease in the price of materials and/or wages of labour afore-mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than six months or less.

(ii) The Engineer-in-charge shall otherwise be entitled to lay down the principles on which the provision of this subclause shall be implemented from time to time & the decision of the Engineer-in-charge in this behalf shall be final and binding.

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

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Provided always that the provision of the preceding clause 10(cc) shall not be applicable for contracts where provision of this clause are applicable the provision of this clause are not applicable the provision of clause 10(c) will become applicable.

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

| | | Materials %age | Labour %age |
|---------------------------|---|----------------|-------------|
| (A) BUILDING WORKS | | | |
| 1. | Load bearing masonry structures | 75.00 | 25.00 |
| 2. | RCC framed structures | 80.00 | 20.00 |
| (B) ROAD WORKS | | | |
| 1. | Earth work (average) Classification | 35.00 | 65.00 |
| 2. | Retaining/Breast Wall | 75.00 | 25.00 |
| 3. | Cross drainage/ Metalling /Tarring | 80.00 | 20.00 |
| 4. | for composite works involving earth work, retaining structures etc. the percentages of material and labour components shall be worked out on the basis of above percentages by taking their weighted means. | | |
| (C) BRIDGE WORKS | | | |
| 1. | Bridge i.e. its components | 85.00 | 15.00 |
| 2. | For composite bridge works with provision for approach roads, the percentages of materials and labour components shall be worked out from percentages indicated under (B) 1 to 4 above and (c) 1. | | |

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

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

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

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

RETURN OF EMPTY CEMENT BAGS

CLAUSE 10 F : (i) The recovery rate of cement is inclusive of cost of bags. The contractor shall have to return at least ninety per cent of the cement jute bags in serviceable condition to the bag collecting agents. The payment for the cost of empty cement bags will be made to the contractor by the bag collecting agents at the prevailing rate as, fixed by the D.G.S. & D. The contractor shall get the name of the bag collecting agents from the Engineer-in-charge in writing. The contractor must produce the certificate or the printed letter head from the authorized bag collecting agents as proof for the number of bags returned by him. This certificate must be produced by him while claiming payment against each running bill. In case, the number of serviceable bags returned in less than 90% of the bags issued compensation of the rate of rupee 5.00 per bag returned short of the minimum number shall be recovered from the contractor.

The contractor/Firm will have to return at least 90%(ninety percent) of empty Bitumen drums to the Department in serviceable condition failing which **Compensation @ Rs. 100/-(rupees One Hundred) Only Per Drum** shall be recovered from the contractor/firm.

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

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

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

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the specifications, and of all such designs, drawings and instructions as are not included in the Himachal Pradesh Public Works Department compilation entitled specifications for work 1999 Vol. 1 in force from time to time or any other printed publication on General specifications referred to elsewhere in the contract.

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CLAUSE 12: Alterations in specifications and designs.

The Engineer-in-charge shall have power to make any alteration in, omissions from addition to or substitution for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same 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 and above this, a further period to the extent of 25% of the time so extended shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

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

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

(iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract than such work be carried out at the rates entered in H.P. Schedule of Rates 2009 & for WS & S/i HPSR 1993 with up-to the date correction of tender minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

(iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i) to (iii) above, the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above minus/plus 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 particular part, or parts of the item is not in the schedule rates, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of prevailing market rates when the work was done.

(v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to i.e. above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates after obtaining prior approval of the appropriate authority. Superintending Engineer/Director as the case may be as per pecuniary jurisdiction of the work and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

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

(a) The deviation Limit referred to above is the net effect (algebraically sum) of all additions and deductions ordered.

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

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

(d) The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit. In no case, the item are to be substituted no extra item is to be carried out till the approval of the competent authority is accorded and conveyed.

Note: - Individual trade means the trade sections into which a schedule of quantities annexed to the agreement has been divided of in the absence of any such division the individual sections of the

Annexure "A"

For the purpose of operation of clause 12 (vi) the following work shall be treated as work relating to foundations.

(a) For buildings plinth level 1 ,2 meter (4 ft.) above ground level whichever is lower, excluding items for flooring and D.P.C but including base concrete below the floors.

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

(c) For retaining wall where floor level is 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 soiling work.

(e) For water supply lines, sewer line, 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 Himachal Pradesh Public Works Department Schedule of Rates specified above such as excavation and earth work, concrete, wood work and joinery etc.

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

CLAUSE 12 A: In the case of contract or substituted items which individually exceed the quantity stipulated in the contract by more than the deviation limit except the items relating to foundation work which the contractor is required to do under clause 12 above the contractor shall within 7 days from the receipt of order claim revision of the rates supported by proper analysis in respect of such items for quantities in excess of the deviation limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of clause 12 and the Engineer-in-charge may revise their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge shall, however, be at liberty to cancel as his order to carry out such

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increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may be considered advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph, shall equally apply to the decrease in the rates of items for quantities in excess for 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 the work the NIT Hamirpur shall for any reason what so ever not require the whole work thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit advantage which he might have derived form the execution of the work in full, but which he did not derive in consequence of the full amount of the work not have been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications. drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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

CLAUSE 14: Action and compensation in case of bad work

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

CLAUSE 15: Works to be opened to inspection

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

CLAUSE 16 : Notice to be given before work covered up

The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken the same is so covered up or placed the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work shall within the aforesaid period of seven days inspect the work and if any shall be covered up or placed beyond the reach of measurement without such notice having been given of the Engineer-in-charge's consent being obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the 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 pipe, cables, drains, electric or telephone post or wires, grass or grassland or cultivated ground contiguous 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 a certificate final or otherwise of its completion made have been given by the Engineer-in-charge, as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in that behalf make the same good as his own expense or in default the Engineer-in-charge may cause the same to be made good by other work man and deduct the expense from any sums that may be then, or at anytime thereafter may become due to the contractor or from his security deposit except from the portion pertaining to asphaltic work

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which is governed by sub-Para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor (except the portion pertaining to asphaltic work which is governed by sub Para (iii) of clause 35) shall not be refunded before the expiry of 6 months (six months) in the case of any work other than road work costing Rs. 20,000 and below, after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed which ever is later. Provided that in the case of road work in the opinion of Engineer-in-charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security will be refundable after 3 months and the remaining half after 6 months the issue of the said certificate of completion or after the final bill has been prepared and passed which ever is later.

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

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

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

CLAUSE 18 B : In every case in which by virtue of the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) H.P. Rules, 1974 Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works 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 the Rules framed by NIT from time to time for the protection of health and sanitary arrangements for workers, employed by NIT Contractors. Central Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and with under, section 20, sub-section (2) and Section 21, sub-section (4) of the Contract Labour (Regulation and Abolition) act 1970, NIT shall be at liberty to recover such amount or any part thereof deducting it from security deposit or from any sum due by Government to the contractor whether under this agreement or otherwise NIT shall not be bound to contest any claim made against it under section 20, sub-section (1) and section 21 , sub-section (4) of the said act, except on the written request of the contractor and upon his giving to the NIT full security for all cost for which NIT 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, 1975 before the commencement of the work and continue to have a valid license until the completion of work.

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

CLAUSE 19A: Fairwages clause

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

CLAUSE 19 B: Payment of wages to Labourers

(a) The contractor shall pay not less than fair wages to labourers engage by him on the work, as per fair wages fixed by the Government from time to time. Fair wages shall be applicable as notified by the H.P. Government and applicable on the date of opening of the tender. The rates will be uniformly applicable to all areas including backward and tribal areas of state.

The rates of daily wages in respect of various categories of workers engaged on daily wages in Himachal Pradesh, are revised w. e. f. 01-09-2012 as shown in Annexure-"A".

1. The per hour rate of part-time workers is also revised from 17.00 per hour to Rs. 19.00 per hour w. e. f. 01-09-2012.
2. All those engaged on daily wages basis/part-time basis in the scheduled Tribal Areas of the state shall be allowed 25% Enhancement on the revised wages as per Finance Department Office Memorandum No. FIN(PR)B(7)-1/95-II dt. 17.04-1998.

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GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND EMPLOYMENT

OFFICE OF THE DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL) NEW DELHI

F. No. 1/38(3) 2018-LS-II

Dated: 28.09.2018

All the Field Officers of Himachal Region.

Subject: Revision of Variable Dearness allowance and thus increases in Minimum wages in Mines and establishment falling under Government of India.

The chief Labour Commissioner(Central), Government of India, Ministry of labour and Employment had revised the Variable Dearness Allowances in respect of Mines, Construction, Agriculture, Loading and Unloading operation in God Shed, Parcel Offices of railways , other god sheds, Parcel Offices of railways , other good sheds , godowns , Warehouses and Docks & Ports etc., Watch and 'Ward, Sweeping and Cleaning. The Revised Variable Dearness allowances will thus increase the Minimum wages in the establishment falling under Govt. of India. The enhanced Minimum Wages after revision of Variable Dearness Allowances shall be applicable w.e.f. 01.04.2011

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|--|
| a) MINIMUM WAGES IN CONSTRUCTION OR MAINTENACE OF ROADS, RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRICA, WIRELESS, RADIA, TELEVISION, TELEPHONE, TELEGRAM AND OVERSEAS COMMUNICATON CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES |
|--|

Notification No. S.O. 1285 (E) dated 20th May, 2005 of the Ministry of Labour & Employment, Government of India on the basis of average of all India Consumer Price Index for **CONSTRUCTION**

Labour reaching 288.33 from 286 as on 01.10.2018.(base 2001=100and hereby resulting in as increase2.33 points)

| Category of worker | Rates of wages including V.D.A per day (in Rupees) | | |
|--|---|------------|------------|
| | Area A | Area B | Area C |
| Unskilled | 523+35=558 | 437+29=466 | 350+23=373 |
| Semi Skilled/ Unskilled Supervisory | 579+38=617 | 494+33=527 | 410+27=437 |
| Skilled / Clerical | 637+42=679 | 579+38=617 | 494+33=527 |
| Highly Skilled | 693+45=738 | 637+42=679 | 579+38=617 |

Note:- Latest minimum wages notified by the Government of India Ministry of labour and employment shall be applicable.

Addition

Deletion

Correction

Over writing

(Contractor.....)

(E.E.....)

3. The above rates are Inclusive of all minimum wages.

4. There will be no distinction between the wages of Male and Female worker.

5. Wages of Apprentices/trainees are to be regulated under Apprenticeship Act., 1961 (No. 52 to 1961)

6. If any category of workers employed in the scheduled employments is not mentioned specifically, such category of workers shall not be paid less than the minimum rates of wages fixed for a similar category having the same skill

7. The definition of unskilled/skilled/highly skilled will be as :-

i) Unskilled :- An unskilled employee is one who does operations that involve the performance of simple duties which require the experience of little or no independent judgment or previous experience although a familiarity with the occupational environment is necessary for work may thus require In addition to physical exertion familiarity with variety of artibals goods.

ii) Semi-Skilled :- A semi skilled worker is one who does work generally of well routine nature where In the major requirement is not so much of the judgment skill and but for proper discharge of duties assigned to him or a relatively narrow Job where Important decision made by others. His work Is thus lirrilited to the performance of routine operations of limited scope.

iii) Skilled: A skilled employee is one who Is capable or working efficiently, of exercising considerable independent judgment and discharging his duties with responsibility. He must possess a though and comprehensive knowledge of trade, craft and industry in which he is employed.

iv) Highly Skilled :- A highly skilled worker is one who is capable of working efficiently and supervise efficiently the work of skilled employees.

An increase over the above rates will be admission in respect of persons engaged/working in the Scheduled Tribal and Backward Areas as shown in Annexure-A.

20% increase over and above the minimum rates of wages will be allowed to the workers working inside the tunnels (i.e.) minimum wages plus tribal/backward areas incentives as enumerated in Annexure-A below and over it plus 20%. increase. As a result rationalization categorization of worker the old workers will continue to get the rates which were applicable w. e. f. 15-4-1989 they were getting the higher rates than those fixed/revised as on the present notification and the new entrants will get the same rate which have been specified now.

The revised rates will be applicable with effect from the

.....

(D) CLERICAL AND NON TECHNICAL SUPERVISORY STAFF

| | | |
|----|----------------------------|---------|
| 1. | Non Matriculate | Rs..... |
| 2. | Matriculate | Rs..... |
| 3. | Store Keeper/ Store Munshi | Rs..... |

BITOOMAN TYPE 'C' INSPECTOR

| | | |
|----|-----------------|---------|
| 1. | Non Matriculate | Rs..... |
| 2. | Matriculate | Rs..... |

Road Inspector

| | | |
|----|----------------------------|---------|
| 1. | Non Matriculate | Rs..... |
| 2. | Matriculate | Rs..... |
| 3. | Store Keeper/ Store Munshi | Rs..... |

Work Inspector

| | | |
|----|-----------------|---------|
| 1. | Non Matriculate | Rs..... |
| 2. | Matriculate | Rs..... |

(b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wage to lauourers indirectly engaged on the work, including any labour engaged by his subcontractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the Himachal Pradesh Public Works Department Contractors Labour Regulations made by government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wage books of wage slips. publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature of as per the provision of the Contract labour (Regulation and Abolition) Act 1970 and the Contract labour (Regulation and Abolition) H. P. Rules 1974 wherever applicable.

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

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

(f) The contractor shall indemnify Government against payments to be made under and for the observance of the law aforesaid and the H.P.P.W.D. contractors labour Regulations without prejudice to his right to claim indemnity from his subcontractors.

Addition

Deletions

Correction

Over writing

(Contractor.....)

(E. E.)

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

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

CLAUSE 19 C : In respect of all labour directly or indirectly employed in the work for the performance of the contractors parts of this agreement the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50 for each default and in addition the Engineer-in-charge shall be liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

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

CLAUSE 19 E: Health & Sanitary arrangements for workers.

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

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

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

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

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

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

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

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

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

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

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 given |
|------------------|-----------------------|----------------------|------------------------------|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

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

Addition

Deletions

Correction

Over writing

(Contractor.....)

(E. E.)

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

Specimen from the registrar regarding maternity benefit admissible to the contractor's labour in Himachal Pradesh Public Works Department.

1. Name of work.
2. Name of contractor.
3. Designation.
4. Date of Appointment.
5. Name of woman and her husband's name.
6. Date with months and years, in which she is employed.
7. Date of discharge, 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 payment of the maternity benefit after her death.
15. If woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
16. Signature of the contract authenticating entries in register.
17. Remarks columns for the use of the inspecting Officer. .

CLAUSE 19 G : In the event of the contractor (s) committing a default or breach of any of the provisions of the NIT Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability to pay to the Central Government a sum not exceeding Rs. 50 for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50 per day each day of default subject to a maximum of 5 percent of the 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 H.P.P.W.D. Contractor Labour Regulations and Model Rules and the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (R & A) H.P. Rules 1974 for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said rules") the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the Contractors (s) shall fail within the period specified in the notice to comply with and observe the said rules and to provide the amenities to the period specified in the notice to comply with and observe the said rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the powers to provide the amenities hereinbefore mentioned according to approved standards and at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standard within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standard at the cost of contractor (s)

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

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

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

Addition

(Contractor.....)

Deletions

Correction

Over writing

(E. E.)

(c) The contractor(s) shall also construct temporary latrines and urinals for use of the labourers each on the scale of not less than four per each one hundred of the total strengths, separate latrines and urinals being provided for women.

(d) The contractors (s) shall construct sufficient number of bathing and washing places, one unit for ever 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

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

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

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

(d) There shall be kept an open space of a least 8 yards between the rows of huts which may be reduced to 20 feet according to the availability of the site with approval of the Engineer-in-charge, back to back construction with allowed

3. Water Supply: The contractor (s) shall provide, adequate supply of water for the use of labourers: The provisions shall not be less than 2 gallons of pure and wholesome water per head per day drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from well or river, banks which may be of metal or masonry, shall be provided. The contractor (s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains where ever and available shall pay all fees and charges therefore.

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

5. Disposal of Excreta: The contractor (s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the local health authorities. if trenching or incineration is not allowed the contractor (s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such committee/Authority for the removal of the excrete. All charges on this account shall be borne by the contractor and paid direct by him to the municipality/Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

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

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

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

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

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

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

CLAUSE 19-K : Deduction of Cess as per provision of Building and other Construction Worker's Welfare Cess Act. 1996 & Himachal Pradesh Building and Other Construction Workers Rules, 2008.

The department will deduct Cess of 1% (One Percent) from each running bill from the Gross amount of work done by the contractor.

CLAUSE 20 : The contractor shall comply with all the provisions of the Minimum Wages Act, 1948 Contract labour (Regulation & Abolition) Act 1970 and rules framed thereunder and other labour laws, affecting contract labour that may be brought into force from time to time.

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

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

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

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

Addition

Deletions

Correction

Over writing

(Contractor.....)

(E. E.)

CLAUSE 23: Charges in constitution.

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be- obtained before the contractor enters into any partnership agreement where under the partners -partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approvals as aforesaid is not obtained. the contract shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken and the same consequences shall ensure as provided in the said clause 21.

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

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

ARBITRATION CLAUSE

Clause 25: Settlement and disputes by Arbitration.

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in-fore mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawings, specifications estimates, instructions, order or these conditions ,or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the works or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director NIT, It will have no objection to any such appointment that the arbitrator so appointed is a NIT servant, that he had to deal with the matters to which the contract relates, and that in the course of his duties as NIT servant he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter as originally referred being transferred or vacating his office or being unable to act for any reason, Director NIT, 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 Director NIT Hamirpur, should act as arbitrator and, if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs 50,000 (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

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

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

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

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

CLAUSE 26: Patent rights

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

CLAUSE 27: Lump Sum in estimates

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

CLAUSE 28: Action where no specification

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

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

(1) Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, NIT shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to seal any NIT 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 balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time there after may become due from the contractor under this or any other contract with NIT. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due by way of arrears of land revenue.

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

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

CLAUSE 29-Alien in respect of claims in other contracts

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

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

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

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever in or in connection with the work or recruit-labour from area within a radius of 20 miles of the controlled area. Subject as above the contractor shall employ imported by labour only Le. depot imported labour or labour imported by contractors from areas, from which import is permitted. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the engineer-in-charge is being a coal mining or controlled area labourer failure to do so shall render the contractor liable to pay to the NIT a sum calculated at the rate of Rs. 10 per daily per labour the certificate of the engineer-in-charge about the number of coal mining or controlled area labour and the number of days for which they work shall be final and binding upon all parties to this contract.

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

Addition**(Contractor.....)****Deletions****Correction****Over writing****(E. E.)**

CLAUSE 31: Condition relating to the supply of water.

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

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

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

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

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

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

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

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

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

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

HIRE CHARGES OF PAINTS AND MACHINES

CLAUSE 34: Return surplus material

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

| Sr. No. | Description | Hire Charges | |
|---------|-------------|--------------|----------|
| | | Per Day | Per Hour |
| (i) | | | |
| (ii) | | | |

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

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

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

(d) The hire charges shall be recovered at the prescribed rates from the Contractor from and inclusive of the date of the plant and machinery is made over upto and inclusive of the date of its return in good order to the NIT . Even though the same may not have been working for any cause except for major breakdown \due to no fault of the contractor of fully use requiring more than 3 working days continuously (i.e. excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge. When any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt or such intimation in the log sheet of the plant or machinery'. Based on this if the breakdown will be computed considering half a days breakdown will be computed considering half a days breakdown on the day of complaint. If the breakdown occurs in the post lunch period of complaint. The period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Superintending Engineer shall be final.

(e) The hire charges shown above are for each days of 8 hours (inclusive of the one hour lunch break) or part thereof. In case of steam road roller, the period of 8 hours will be inclusive of time required to make up the boiler pressure before start of work and to lower the boiler pressure at the close of work.

(f) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes and steam coal not exceeding 1.25 quintals to light up the steam road roller when issued power fuel of approved type firewood, Kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery, The contractor shall on or before .the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

(g) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work, however, the Engineer-in-Charge, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day in that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more +hat the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day a normal charges on any particular day. For working out hire charges for overtime a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

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

(i) The plant and machinery once issue to a contractor shall not be returned by him on account of lack of arrangements of labour and materials etc. On his part, the same will be returned only when they required major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of material, areas of surfacing as noted against each in the annexed statement (See attached annexure).

(j) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be attested by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the 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 rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of material, area of surfacing as noted against each in the annexed statement (See, attached annexure.)

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

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

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

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

SUPPLY OF CONCRETE MIXER ON HIRE

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

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

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

CLAUSE 35: Conditions relating to use of asphaltic materials

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

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-charge. If 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 made and the materials return to the contractors. Although the materials are hypothecated to Government the contractor undertakes the responsibility for these proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-charge in writing.

(iii) "The contractor shall be responsible for rectifying the defects noticed in the works of roads situated below and above 5500 feet altitude within Two years and one year respectively from the date of completion of the work. The portion of security deposit relating to asphaltic work shall be refunded after the expiry of this period."

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

(i) For Building and Road Works:- One qualified Engineer/Junior Engineer/Supervisor having experience of five years. The contractor may be asked to give the name and other details of the Graduate Engineer/Diploma Holder Junior Engineer whom he intends to employ/under employment of the work.

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

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

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

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

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

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

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

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

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

CLAUSE 36 A: "The contractor shall comply with provisions of the Apprentices Act 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of contract and its 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 provisions of the Act",

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

SALES TAX CLAUSE

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

TIMBER CLAUSE

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

CORRECTION SLIP CLAUSE-38

The contractor shall allow deduction of 2% (Two percent) sale tax at sources as required under Section 12-A of the H.P. General Sale Tax Act. 1948 amendment rule 1993.

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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 Director of NIT shall have the option of terminating the contract without compensation I to the contractor.

CLAUSE 40:- The contractor shall not be permitted to tender for works in NIT Construction cell (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between grades of superintending Engineer and Junior Engineer (both inclusive), He shall also intimate the name of 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 Public Works Department Any breach of this condition by the contractor would render him liable to be removed from the approved list of the contractors of this department.

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

CLAUSE 41:. No. Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in part NIT is allowed to work as a contractor for a period of two years of his retirement from NIT Service without the previous permission of NIT This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of NIT 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 determination of the contract shall be returned to the Engineer-in-charge at a place where directed by him, if by a notice in writing under his hand he shall so require. Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage charge levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.

(ii) After the completion of the work. the theoretical quantity of cement to be used in the work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in the H.P. schedule of rates 2009 or in case of H.P.W.D. non schedule items. It shall be calculated on the basis of standard formula laid down by Superintending Engineer of the NIT.

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

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

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

(v) The provisions made above are without prejudice the right of the NIT 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 H.P.P.W.D. statement showing quantities of bitumen to be used in different items of work provided in the H.P. Scheduled of Rates or in respect of agreement which do not provide for or authorized application of H.P Schedule of Rates the theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula as laid down by Superintending Engineer of the Concerned Circle. Over the said theoretical quantity of bitumen, a variation upto plus (excess) 2% percent shall be allowed.

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

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The agreement which provides for supply of bitumen at a fixed rate, the value or-price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate of bitumen plus cartage to site including storage charges 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 of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage thereof upto site. This is without prejudice to declaration of substandard nature of the work done.

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

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

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

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

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

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

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

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

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

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

Signature of Contractor

Signature of the Executive Engineer

Addition

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Scheduled showing approximately materials to be supplied by the NIT under clause 1 of the conditions of contract for work constructed to be executed and the rate at which they are to be charged for.

| Particulars | Rates at which material will be charged to the contractor | | | Place of Delivery |
|-------------|---|-----|----|-------------------|
| | Unit | Rs. | P. | |
| | | | | NIT Campus Store |

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

Signature of contractor

Signature of the Executive Engineer
For and on behalf of the
Director NIT Hamirpr

SAFETY CODE
(REFERRED TO UNDER CLAUSE 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 1/4 to 1 (1/4 horizontal and 1 vertical).
- (ii) Scaffolding or staging more than 12 feet above the ground or floor, swing or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside 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 suitable fenced as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0'.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case b'3 less than 11-1/2 inches for ladder upto and including 10 feet in length. For longer ladders this width should be increased at least 1/4 inch for each additional foot of length. Uniform step spacing shall not exceed 12 inches. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of 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 proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Excavation and trenching:

- (vi) All trenches, four feet or more in depth shall at all times be supplied with at least one ladder for each 100 feet in length or

| | | | |
|-------------------|------------------|-------------------|---------------------|
| Addition | Deletions | Correction | Over writing |
| (Contractor.....) | | | (E. E.) |

(vii) Before any demolition work is commenced and also during the process of the work:- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected. (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged. (c) All practical steps shall be taken to prevent danger to person employed from risk of the fire or explosion or flooding. No floor roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe.

(viii) All necessary personal 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 and lime mortars shall be provided with protective foot wear and protective goggles. (b) Those engaged in white washing and mixing stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles. (c) Those engaged in welding works shall be provided with Welder's protective eye sight lids. (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the man hole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided, with warning signals or boards to prevent accident to the public. (f) The contractor shall not employ men and women below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:

(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 Surface having lead paint dry rubbed and scrapped.

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

(iv) (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, where ever required in order to prevent danger arising from the application of a paint in the form of spray. (c) Measures shall be taken, whenever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.

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

(b) 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 shall be subsequently verified by medical man appointed by competent authority of NIT (b) The NIT may require when necessary Medical examination of workers.

(4) Inspection 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 equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

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

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

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

4. In case of departmental machines the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractors machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Electric 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 any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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(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 there in 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 by the Labour Officer, Engineer-In-Charge of the department or their representative.

(xv) Not with-standing the above clauses from (i) to (xiv) there is nothing in these to exempt the contract from the operations of any other Act, or rules in force in the H.P. Government.

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

1. Application-These rules shall apply to all building and construction works in charge of NIT Hamirpur.

2. Definitions-(1) 'Work place' means a place at which at an average, fifty or more workers are employed in connection with construction works.

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

3. FIRST-AID FACILITIES

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

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

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

(i) 6 Small sterilized dressings. (ii) 3 medium size sterilized dressings. (iii) 3 large size sterilized dressings. (iv) 3 large size sterilised burn dressings. (v) 1 (30ml) bottle containing a two per cent alcoholic solution of iodine.

(vi) 1 (30m l) bottle containing salvolatile having the dose and of administration indicated on the lable

(vii) 1 snake-bite lancet. (viii) 1 (30 gms) bottle of potassium permanganate crystal. (ix) 1 pair scissors. (x) 1 copy of the first-aid leaf-let-issued by the Director, Health Services, Himachal Pradesh. (xi) 1 bottle containing 100 tablets (each 5 grams) of aspirin. (xii) ointment for burns. (xiii) A bottle of suitable surgical antiseptic solution

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

(i) 12 small sterilised dressings. (ii) 6 medium size sterilized dressings. (iii) 6 large size sterilized Un dressings. (iv) 6 (15gms) packets sterilized cotton wool. (v) 1 (60 mil bottle containing a two percent alcoholic solution iodine. (vi) 1 (60 mil bottle containing slavolatile having the dose and mode of administration indication on the . (vii) 1 roll of adhesive plaster. (viii) 1 snake-bite lancet. (ix) 1 (30 gms) bottle of potassium permanganate crystals. (x) 1 pair scissors (xi) 1 copy of first-aid-leaflet issued by the Director, Health Services of Himachal Pradesh. (xii) A bottle or containing 100 tablets (each of 5 grams) of aspirin (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 places where the number of contract labour employed is 150 or more.

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

(8) Where work places are situated in places which are not towns of 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 maintained at suitable places, easy accessible to labour, efficient 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 Weil shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely -closed in and be provided with a trap-door which shall be dust and water-proof.

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

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

6. LATRINES AND URINALS

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

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

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

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

(iv) (a) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers "For Men Only" of "For Women Only". as the case may be (b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be at least 10 one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male of female workers as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.

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

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

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

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

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

8. Creches:-4 a) At every work place, at which 50 or more women workers are ordinarily. employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall to used for infants, games and play and the other as other bed-room. The huts shall not be constructed on a lower standard than following:

(i) thatched roofs; (ii) mud floor. 8M 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 ventilating. 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 beddings in the bedroom. (d) The contractor shall provide one Dai to look after the children in the creche when the number of women workers does not exceed 50 and two Dais when the number of women workers exceed 50. (e) The use of the rooms earmarked as creche shall be restricted to children, their attendants and mothers of the children.

9. CANTEEN

(1). In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed an adequate canteen shall be provided by the contractor for the use of such contract labour. (2) The Canteen shall be maintained by the contractor in an efficient manner. (3) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils. (4) the canteen shall be sufficiently lighted at all times when any person has access to it. (5) The floor shall be made of smooth and impervious 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 precents of the canteen shall be maintained in a clean and sanitary condition. (7) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance. (8) Suitable arrangements shall be made for the collection and disposal of garbages. (9) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time. (10) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre per dinner to be accommodated as prescribed in sub-rule 9.(11) (i) A portion of the dining hall, service counter shall be partitioned off and reserved for women-workers in proportion to their number. (ii) Washing places for women shall be separate and screened to secure privacy. (12) Sufficient tables, stools, chairs or benches shall be available for the number of dinners to be accommodated as pre 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, utensil and other

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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 material. (iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

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

(15) the Charges for food-stuffs, beverages and any other items served in the canteen shall be based on 'No Profit', 'No loss' and shall be conspicuously displayed in the canteen.

(16) In arriving at the price of food-stuffs, and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely

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

(17) The accounts pertaining to the canteen shall be audited once 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(s) 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 contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. Amendments: NIT 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 Health/ Public Works Department Contractor labour Regulations.

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

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

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

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

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

LABOUR MEANS WORKERS EMPLOYED BY THE H.P.P.W.D. CONTRACTOR OR DIRECTLY THROUGH A SUB CONTRACTOR FOR OTHER PERSON OR BY THE AGENT ON HIS BEHALF ON PAYMENT AS PER MINIMUM WAGES FIXED BY THE HIMACHAL PRADESH GOVERNMENT FROM TIME TO TIME.

(2). Working Hours:- (a) Normally working hours of an audit employee should not exceed 9 hours a day and in case of a child 4-1/2 hours a day. 'The working day' shall be so arranged that 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 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 work notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of, wages shall have been certified by the Executive Engineer, the Superintending Engineer, Director NIT, or Regulation labour Commissioner, as fair wages and the hours of work for which such wages are earned, and be Send a copy of such notices to the certifying officer.

The labour Advisory Board has decided that certain clauses may be contract labour regulation appearing in NIT form 7 & 8. Accordingly it has been decided that the following amendments may be made in the said forms under the rules mentioned against them:

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MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORK:

The following clauses may be added as (a) and (b) regulation:

(A) WELFARE AND HEALTH OF CONTRACT LABOUR

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 7days of the commencement of the employment of contract labour. The rest room or alternative accommodation within 15 days and canteen with in 60 days to be provided.

It the amenities provided under section 16 to 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 any amount payable to the contractor.

(B) CONTRACT LABOUR REGULATIONS:**1. 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 his establishment from the Registering of Officer (Labour) of the area in which his establishment is located within 7days 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 licence from the Licensing Officer (labour Officer) of the area in which the establishment is located. After 31st December, 1976. no contractor covered under the Act, shall undertake or execute any work through contract labour except under and in accordance with a Licence issued in that behalf by the Licensing Officer within the territory of the Himachal Pradesh,

The work "Principal Employer" may be added before the work contractor first line of regulation no. 6 which will be read as under:

Labour record (i) The Principal employer/contractor shall maintain a register of persons employed on work on contract on form XIII of the CL(R&A) H. P. Rules 1974 (Appendix B).

The following may be added as regulation 6 (IX):

3. ANNUAL HALF YEARLY RETURNS:

Every contractor is to send half yearly return in form No. XXIV (in duplicate) which should reach the Licensing Officer within 30 days from the close of the half year.

Every Principal Employer of a registered Establishment is also to send annually a return in form No. XXV (in duplicate) so as to reach the Registering Officer by the 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 any information required shall be deemed to be legally bound to do so within the meaning of section 175 and 176 of the Indian Penal Code.

The provisions of the Code of Criminal Procedure, 1989 shall so far as may be, apply to any search or seizure under section (2) as they apply to any search or seizure made under the authority of a WA (Rent) issued under section 94 of the said code.

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

4. PAYMENTS OF MINIMUM RATES OF WAGES:

The employer has to pay to every employees and in a scheduled employment under him wages at a rate not less than the minimum rate of wages fixed by the Government for that class of employees in that employment without any deductions except as may be authorised before the expiry of the 7 days (in case of establishment in which less than one thousand employees) or before the expiry of the 10 days (in case of other establishment) after the last days, of the wage period in respect of which wages are payable.

The following clause may be added as 2 (i) (c)(v):.

5 .OVER TIME / EXTRA WAGES FOR OVER TIME:

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

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

6. WEEKLY DAY OF REST:

An employee in a 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 scheduled 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 clauses may be added as regulation No. 2(c) (IV) and 2(C) (V):

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7. CONTRACT LABOUR (R & A) ACT, 1970:**'Principal Employer' means:**

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

(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 Factories Act, 1948 (63 of 1948), the person so named.

(iii)

(iv)

8. THE INTER STATE MIGRATE WORKMEN (RE & CS) ACT, 1979:**'Principal Employer' means:**

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

(ii) in relation to a factory, the owner or occupier of the factory and where a person has been named as 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:

9. 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 person worked overtime for each wages period: (c) the gross wages of each person employed for each wage period:

(d) all deduction made from these wages, with an indication in each case, of the kind of deductions mentioned in sub rule (2) of rule 22;

(e) the wages actually paid to each person employed for each wage period and 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 employer to every person employed by him at least a day period to the disbursement of wages. (iii) Every employer 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 be authenticated by the employer or any person authorized by him in this behalf. (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 is sought to be used by the employer to avoid duplication of work for compliance with the provisions of any other Act of rules framed there under an alternative suitable form in lieu of any of the forms prescribed under this rule may be used with previous approval of the Labour Commissioner, Himachal Pradesh:

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

The following clause may be added as regulation 6 (IX):

10. RETURNS:

All registers viz. deduction register form-I. Fine register form-II: Overtime register of wages, Register of Employees in form VII and Muster roll in form VI has to be preserved for a period of three years after the date of last entry made therein. Every employer is required to send annually a return in form-III so as 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):.

11. NOTICES/PUBLICITY TO THE MINIMUM WAGES:

Notices 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 things or give any information desired by any Inspector under the Act shall be deemed to be legally to do so within the meaning of section 175 and section 176 of the Indian Penal Code The rules relating to 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:

1. 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 (Labour Officer) of the area in which his establishment is located within the prescribed period from the date of constitution of the Establishment covered under the Act.

2. LICENSING OF CONTRACTORS:

Every contractor who engaged 5 or more Inter-State Migrant workmen has to obtain a license from the licensing officer (labour Officer) of the area in which the establishment is located. No contractor, covered under the Act, shall undertake or 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 OBLIGATIONS 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 Office of the area. (b) To issue a PASS BOOK to every state migrate workrnen affixed with a passport size photograph of the workman. (c) To furnish a 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.

4. PAYMENT OF WAGES AND OTHER ALLOWANCES:

(i) The migrant workman has to be paid wage at par with a workman of principal employer at the same or 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 pay to every migrant workman at the time of recruitment a DISPLACEMENT ALLOWANCE equal to 50% of the monthly wages payable to him or Rs. 75/- whichever is HIGHER, this amount paid on account of displacement allowance is not refundable and is in addition to the wages or other amounts payable to him.

6. JOURNEY ALLOWANCE:

A journey allowance of a sum not less than the fare from the place of residence the inter-state migrant workman in his State to the place of work in the other State has to be paid by the contractor to the Workman both for 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 to which the Act applies is responsible for:

(i) To ensure regular payment of wages 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 injuring to any workman, to report to the labour Officer/Labour Commissioner of both the state and also the next of kind of the workman.

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

8. LIABILITY OF PRINCIPAL EMPLOYER:

Wherein cases the Contractor fails to make the payment of wages within the prescribed period or makes short payment then the principal employer shall be liable to make the payment of the wages in full 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 or any facilities specified in section 16 is not provided by the contractor, such allowance has to be paid and the facilities shall be provided by the principal employer within the prescribed period at the expenses of the Contractor.

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

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

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

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

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

Addition

Deletions

Correction

Over writing

(Contractor.....)

(E. E.)

(2) Working Hours:- (a) Normally working hours of an audit employee should not exceed 9 hours a day and in case of a child 4.1/2 hours a day. The working day shall be so arranged that 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 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 work notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wages shall have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer, or Regulation Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and (b) Send a copy of such notices to the certifying officer.

The Labour Advisory Board has decided that certain clauses may be contract labour regulation appearing in P. W.D. form 7 & 8. Accordingly it has been decided that the following amendments may be made in the said forms under the rules mentioned against them.

4. Payment of wages : (i) Wages due to every worker shall be paid to him direct. (ii) All wages shall be paid in current coin or currency or In both. (iii) Arrears claimed after 2 months after completion of the 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 (3) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wages Period according as the number of workers employed in such establishment does, not exceed 1,000 or exceeds 1,000 (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid, before the expiry of the day succeeding thereon on which his employment is terminated (v) All payment of wages shall be made on a working day except when the work is completed before the expiry, of the wages period, in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

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:

- Name of the worker.
- Rate of daily or monthly wages.
- Nature of work on which employed.
- Total number of days worked during each wage period.
- Dates and periods for which worked overtime.
- Gross wages payable for the work during each wage period.
- All deductions made from the wage with an indication in each cases of the ground for which the deduction is made.
- Wages actually paid for each wage period.
- Signature or thumb impression of the workers.

(ii) The contractor shall also issue a wage 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 an Employment Card in the prescribed form III to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employees or contractor shall merely endorse that Employment Card with relevant entries. On termination of employment :- Employment Card shall again be endorsed by the contractor and returned to the worker.

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

Signature of Contractor

Signature of the Executive Engineer
For and on behalf of the
Director NIT Hamirpur

Addition

Deletions

Correction

Over writing

(Contractor.....)

(E. E.)

Form IV
ATTENDANCE-CUM-WAGE CARD

Card No.
Name of Contractor
Name of Worker
Designation

Dated
Name of Work
Address
Rate of Wages

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

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

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

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

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

9. Fines and deductions which may be made from wages. (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:

(a) Fines.

TO BE ADDED TO SECTION 9 (a) H.P.P.W.D. CONTRACTOR LABOUR REGULATION.

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

1. Will full in subordination or disobedience, whether alone or combination with another.
2. That, fraud or dishonesty, in connection with contractors business or property of the NIT
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness, fighting viotons or disorderly or indifferent behavior
6. Habitual negligence.

Addition
(Contractor.....)

Deletions

Correction

Over writing

(E. E.)

7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in progress or to property of the NIT Hamirpur or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employers property of manufacture or making of unauthorized articles at the work place.
15. Bad workmanship in constructions and maintenance by skilled workers which is not approved by the NIT and for which contractors are compelled to undertake rectification.
16. Making false complaints and/or misleading statements.
17. Engaging in trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of any establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employer.
21. Threatening or intimidating any workmen or employer during the working hours within the premises.

(b) **Deductions for 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) **Deductions for damage** to or loss of goods especially entrusted to the employed person for custody or for loss money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.

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

(e) **Any other deduction** which the NIT may from time to time allow.

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

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

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

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

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

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

(ii) The contractor shall maintain both in English and the local Indian language list approved by the Chief Labour Commissioner or any other person authorised by Himachal Pradesh Government clearly stating the acts and omission for which per laity your fine may be imposed on a workman and display it in a good condition in a conspicuous place in the work

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

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

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

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

Addition

(Contractor.....)

Deletions

Correction

Over writing

(E. E.)

- (a) An officer of a registered trade union of which he is a member.
- (b) An officer of federation of trade unions to which the trade union referred to in clause (a) is affiliated.
- (c) Where the worker is not a member of any registered trade union, by an officer of registered union, connected with or by any other workman. employed in the Industry in which the worker is employed.

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

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

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

FORM III**EMPLOYMENT CARD (REGULATION 6 (III) I**

Father's name

Address

Name

(Full Address of dependent)

Specify Village, District and State

| Serial No. | Name & 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 number of days worked | Leave Taken (Number of days should be specified) |
|------------|---|---|---|------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Over writing

(E. E.)

45
BACK SIDE OF THE CARD

| Give Sl. No. as on reverse | Nature of work done period by the worker | Wages period | Wages rate (with particulars of unit in case of piece work) | Total wages earned by the worker during the period shown under column(5) | Remarks | Signature of the 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 case should be made separately.

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

| Sl. No. | Materials surfacing | Quantity or area |
|---------|---|------------------|
| 1. | 2. | 3. |
| 1. | Earth sub-grade | 20,000Sft |
| 2. | Stone soiling 6"to 9" thick | 6000Cft |
| 3. | Brick soiling-4- 1 1/2" to 7-1/2" thick | 8000Cft |
| 4. | Wearing costs of stone ballast 3" to 4"- 1/2" thick | 1000 Cft |
| 5. | Wearing cost of brick ballast 3" to 4 -1/2" thick | 2000Cft |
| 6. | 1/4 inch thick red bajri spread and consolidated with road roller | 20,000SCft |
| 7. | Painting one cast first coat with stone grit 1/2 inch gauge @ 5 to 5-1/2 Cft IOO Sft. and hot bitumen cold bituman or tar as specified | 10,000Sft |
| 8. | Painting two coats first coat with stone grit 1/2 inch gauge @ 5 Cft. per 100 Sft. with binder and second coat with stone grit 3/8 inch gauge @ 3-1/2 Cft./IOO Sft. and binder the binder being hot bitumen or tar as specified. | 6,400Sft |
| 9. | Repairing with stone grit 3/8 inch gauge @ 3-1/2 Cft. to 4-1/2 Cft. /IOO Sft. and hot bitumen or tar as specified. | 18,000Sft |
| 10. | Laying full grouted surface with stone ballast 1-1/2 inch gauge @ 20/Cft. per grouting with binder blinding with 3/4 inch to 1/2 inch gauge stone grit @ 6Cft./1 00 Sft. and seal cost of binder and stone grit 3.8 inch gauge @ 3-1/2Cft../1 00 Sft. the binder being hot bitumen of tar as specified. | 5,000 Sft |
| 11. | Laying full grouted Surface with stone be last 2 inches gauge @ 30 Cft./IOO Sft. grouting with binder bending with stone grit 3/4 inch to 1/2 inch gauge @ 6 Cft..1 00 Sft. and seal cost of binder and stone grit 3/8 inch gauge @ 3-1/2 Cft../IOO Sft. the binder being hot bitumen or tar | 5000 Sft |
| 12. | 3/4 inch thick premix carpet surfacing with stone grit 3/8 inch gauge @ 8 Cft./IOO Sft. and binder including tack coat the binder being hot bitumen or tar | 10,000 Sft |
| 13. | 1 inch thick premix carpet surface with stone grit 3/8 inch gauge @ 10 Cft./IOO SFt. and binder including tack coat binder being hot bitumen or tar as specified | 10,000 Sft |

Addition
(Contractor.....)

Deletions

Correction

Over writing
(E. E.)

| | | |
|-----|--|------------|
| 14. | 1-1/2 inch thick premix macadam surfacing with stone ballast 1 inch gauge @ 10 Cft./100Sft. and bitumen blinding with store grit 1/2inch gauge at the rate of SDft./100 Sft. and seal coat of hot bitumen and stone grit 3/8 inch gauge @ 3-1/8 Cft./100 Sft | 6,000Sft |
| 15. | 2 inches thick premix macadam surface with stone ballast 1 inch gauge @ 20 Cft /100 Sft. and hot bitumen building with store grit 1/2 inch gauge at the rate of 5 Cft/100 Sft. and seal coat of hot bitumen and stone grit 3/8 inch gauge @ 3-1/2.Cft/100 Sft. | 5,000Sft |
| 16. | 1-1/2 inches thick bitumen concrete surfacing with graded stone ballast (3/4inch gauge to 1/4 inch gauge @ 12 Cft./100 Sft. coarse sand @ 6 Cft../100 Sft. and hot bitumen over a tack coat of hot bitumen | 5,000Sft. |
| 17. | 2 inch thick bitumen concrete surfacing with graded stone ballast (3/4 inches gauge 1 1/4 inch gauge) @ 20Cft./100 Sft. coarse sand @ 10 Cft./100 Sft. and hot bitumen over a tack coat of hot bitumen. | 4,000 Sft. |
| 18. | 2-1/2inch thick bitumen concrete surfacing with graded Stone ballast (3/4 inch gauge to 1 1/4 inch gauge) @ 20Cft./100 Sft coarse sand @ 10 Cft../1008ft. and hot bitumen over a tack coat of hot bitumen. | 3,000 Sft. |
| 19. | 1 inch thick bitumestic sheet with hot bitumen stone grit 1/2 inch to 3/8 inch @ S-1/2Cft./100 8ft. and Badarpur Sand at the rate of 5-1/2Cft/100 Sft over a tack coat of hot bitumen | 8,000 Sft. |
| 20. | 1-1/2 inch thick bitumen. sheet with hot bitumen stone grit 1/2inch 3/8 inch @ 8-1/4 Cft./100 Sft. and Badarpur sand @ 8-1/4 Cft./100 Sft. over a tack coat of hot bitumen. | 6,000 Stt. |

PROFORMA FOR CEMENT REGISTER

| Date of receipt | Particulars of receipt Quantity received | Date of issue Progressive total | Particular of issue | Qty issued | tem of work in which is issued | Quantity returned at the end of the day |
|-----------------|--|---------------------------------|---------------------|------------|--------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

| Total Issue | Daily Balance contractor's remark | JE's initial | AE's initial | AE & EE | Period check |
|-------------|-----------------------------------|--------------|--------------|---------|--------------|
| 8 | 9 | 10 | 11 | 12 | 13 |
| | | | | | |

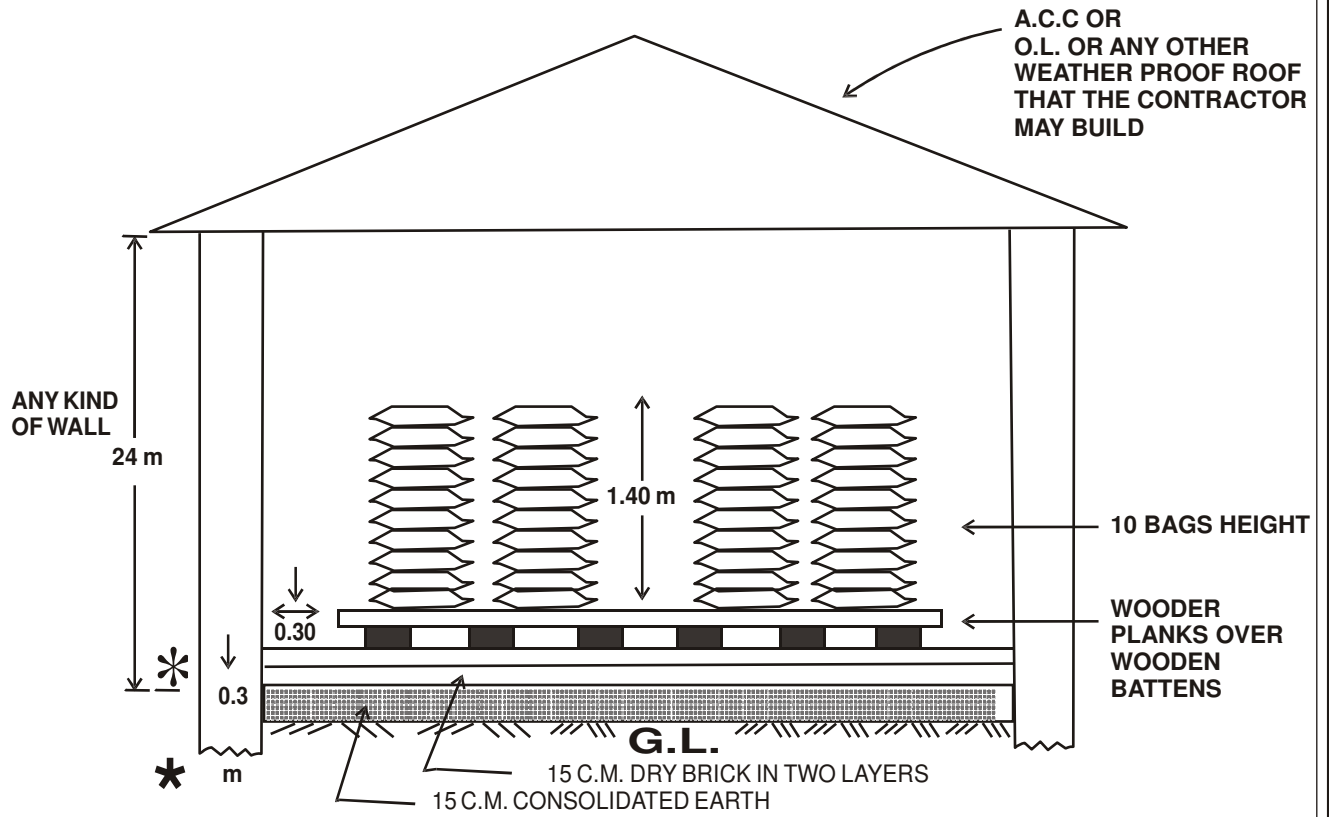
Addition
(Contractor.....)

Deletions

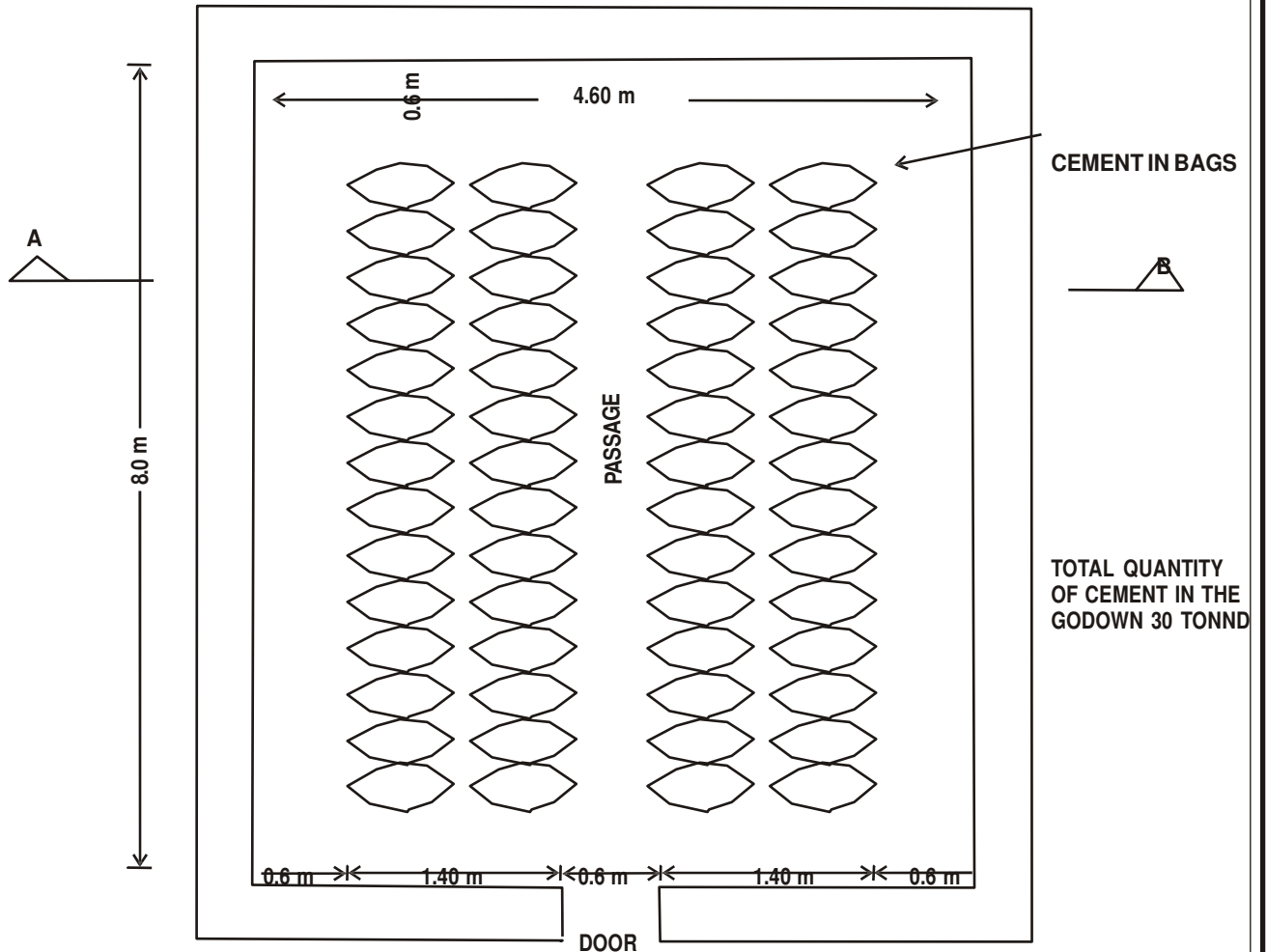
Correction

Over writing
(E. E.)

TYPICAL CEMENT GODOWN AT SITE OF WORK



SECTION AB



PLAN

TOTAL QUANTITY OF CEMENT IN THE GODOWN 30 TONND

Addition
(Contractor.....)

Deletions

Correction

Over writing
(E. E.)

Addition
(Contractor)

Deletions

Correction
(E. E.)
Over writing

Form I
REGISTER OF FINES (REGULATION 10(D"))
EMPLOYER

| Sl.No. | Name | Father's/Husband's Name | Sex | Department | Nature and date of offence for which fine imposed | Whether workman showed cause against fine or not | Rate of wages | Date and amount of fine imposed | Date on which fine realised | Remarks |
|--------|------|-------------------------|-----|------------|---|--|---------------|---------------------------------|-----------------------------|---------|
| | | | | | | | | | | |
| | | | | | | | | | | |

Form II
REGULATION 19(1) EMPLOYER
REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLECT OR DEFAULT OF THE EMPLOYED PERSONS

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

Form XIII
(See Rule 75)
Register of workmen Employed by Contractor

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_____

| Sr. No. | Name and surname of workman | Age and Sex | Father's/ Husband's Name | Nature of employment/ designation | Permanent home address of the workmen | Village and Tehsil Taluk and District | Local Address | Date Commencement of employment | Signature or thumb impression of the workman | Date of termination of employment | Reasons for termination | Remarks |
|---------|-----------------------------|-------------|--------------------------|-----------------------------------|---------------------------------------|---------------------------------------|---------------|---------------------------------|--|-----------------------------------|-------------------------|---------|
| | | | | | | | | | | | | |

Addition
(Contractor.....)

Deletions

Correction

(E. E.)
Over writing

Addition
(Contractor.....)

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

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 fortnight _____

| Sr.No. | Name of workman | Father's/ Husband's Name | Sex | 1 2 3 4 5 | Date | Remarks |
|--------|-----------------|--------------------------|-----|-----------|------|---------|
| | | | | | | |

Deletions

Correction
(E. E.)

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 fortnight _____

| Sr.No. | Name of workman | Serial No. in the register of workman | Designation nature of work done | No. of days worked | Unit of work done | Daily rate wages/ places rate | Basic wages | Dearness allowance | Over-time | Other cash payments (nature payment to be indicated) | Total | Deduction if any (indicate nature) | Net amount paid | Signature or thumb impression of the workman | initial of contractor or his representative |
|--------|-----------------|---------------------------------------|---------------------------------|--------------------|-------------------|-------------------------------|-------------|--------------------|-----------|--|-------|------------------------------------|-----------------|--|---|
| | | | | | | | | | | | | | | | |

Over writing

Wage Card No.....

Wage Card
appendix 'E' (obverse)

Name _____ and _____ address _____ of _____ contractor _____

Date of issue _____

Name _____ of _____ location _____ of _____ work _____ with _____ location _____

Designation _____

Name of workman _____

Month/Fortnight _____

Rate of Wages _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|--|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----------|
| Morning | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Rate |
| Evening | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Amount |
| Initial | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Received from_____the sum of Rs._____on account of my wages | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The wage card is valid for one month from the date of issue. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Signature |

GENERAL SPECIFICATIONS AND CONDITIONS

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

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

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

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

| Material | Quarry | Material | Quarry |
|-----------------|---------------|-----------------|---------------|
| 1. Fence stone | | 2. Other stones | |
| 3. Sand | | 4. ballast | |

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

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

6. Owing to difficulty on obtaining certain material in open market the NIT have undertaken to supply materials specified on page..... of the tender form at the rates stated therein. There may be delay in obtaining the materials by the NIT 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 no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.

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

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

9. The contractor shall be required to make double lock arrangement for storage of cement and other valuable materials at the site of work. One key will remain in the custody of junior Engineer-In-charge of the work and the other with the representative of the contractor and locking arrangement should be such that godown cannot be opened unless both the contractor and junior Engineer are present. The issue account of all materials issued by the NIT will be maintained properly and junior Engineer are present. The issue account of all materials issued by the NIT will be maintained properly and should be presented for scrutiny whenever demanded by the NIT 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 useless for less than 3 hours half the charges for that day will be recovered from the contractor and watch and wards of the concrete mixer for the days it remains on the work site (whether working or idle) will be responsibility of the contractor and nothing extra on this account will be paid to the contractor.

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

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

13. The contractor will have also to pay token tax to the H.R.T.C. for the period, in case he uses the NIT trucks on his request for bonafide work according to the rates fixed by the corporation. The receipt for payment of token tax to the H.R.T.C. will have to be produced by the contractor to the Engineer-in-charge at the time of receiving payment for the work done. .

14. In addition to hire charges of NIT trucks, the contractor will have to pay the goods tax on approved rates under Goods Taxation Act 1955 to the Excise Taxation Department for the period departmental truck 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 the Goods Tax to the concerned NIT before receiving the payment from the Engineer-in-Charge.

Addition
(Contractor.....)

Deletions

Correction

Over writing

(E. E.)

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 to the satisfaction of the Engineer-in-Charge the later after notice to the contractor will provide sufficient fencing lighting and watching staff. The cost of doing so shall be deducted from the contractor but such action on the part of the Engineer-in-Charge in providing sufficient fencing lighting and watching shall not relieve the contractor from responsibilities for damages caused by failure on his part.

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

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

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

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

20. Recovery of 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 be entertained.

21. 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 account of royalty charges for the stones quarried within the acquired width in the road the royalty for stones quarried beyond the acquire width of road shall be paid directly by contractor to the concerned department/owner.

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

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

24. 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.

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

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

27. The design of shuttering must be submitted by the contractor to the Engineer-in-Charge before hand for obtaining his written approval before erection of the same. The contractor shall be entirely responsible for the failure of the shuttering due to noncompliance of the instructions and due to imperfection in erection and execution.

28. All reinforcement has to be placed in the position shown in the drawings. In case any reinforcement is found to have been misplaced/displayed, 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.

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

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

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

32. 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 NIT Hamirpur.

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

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

35. For testing of concrete, cubes shall be prepared by the contractor under the supervision of an officer of the NIT not below the rank of Assistant Engineer. Samples of concrete and its testing shall be done as per Himachal Public Works Department specifications and also as per relevant I.S. Codes or practices and tested in a recognized laboratory approved by the Engineer-in-Charge. The cost of making cubs, carriage to laboratory and laboratory charge, should borne by the contractor. The contractor shall, however, abide by the decision of the Engineer-in-Charge. In case the result of test shows the work not upto the (specified standard, contractor will carry out any order, necessitated thereby at his own cost.

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36. 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.

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

38. 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.

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

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

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

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

43. Any NIT 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 to Government work No claim on this account shall be entertained.

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

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

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

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

48. The contractor shall produced a labour clearance certificate from the labour Inspector concerned before final payment are released to him.

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

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

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

52. 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.

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

54. Special Condition:

Departmental daily wages labour as detailed below will be given to the Contr. on the rates depicted under clause-19

Annexure-I

| | | |
|---------------|---|---------|
| 1. Supervisor | = | 1No. |
| 2. Mate | = | 1No. |
| 3. Beldar | = | 20 Nos. |

54. "In case the lowest tenderer withdrawn the offer or fail to start the work or refuses to carry out the work for which he has tendered and found to be the lowest one after its opening within the validity period, the earnest money as deposited by the tenderer shall stand forfeited and will be absolutely at the disposal of the HP Govt. without any reservation on the part of the tenderer.

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ADDITIONAL CONDITIONS

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

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

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

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

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

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

7. Other agencies will also simultaneously execute the works like electrification, horticulture or external services and other building works for the same 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 shall be bound to follow all such restorations/instructions and nothing extra shall be payable on this account.

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

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

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

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

(e) The sanitary water supply and drainage pipes and fittings and other materials shall be of approved quality shall conform to the relevant H.P.W.D. specifications for works 1977 vol. II with up-to date and correction slip and shall be I.S.I. marked. The work shall be carried out without infringing any of the local 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, red flags, red lights and providing Barriers he shall be responsible for all damages and ,accident caused due to negligence on his part. No hinderency shall be caused to traffic during the execution of the work.

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

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

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

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

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

Addition**(Contractor.....)****Deletions****Correction****Over writing****(E. E.)**

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

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

Issue of steel of diameter above 10 mm will be regulated on sanctional weight basis, weight being calculated with the help of the above tables. however for bars M.S./T or steel upto and including 10 mm the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard coefficients given above and the contractor's account will be debited by the cost of this notified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot of its purpose.

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

18. Any cement slurry added over base surface (or) for continuation of concreting for better bold is deemed to have been in built in the items 9 unless otherwise explicitly stated and nothing extra shall be payable for extra cement considered in consumption on this account.

19. Testing of materials:

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

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

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

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

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

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

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

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

26. For the purpose of recording measurement of preparing running account bill, the abbreviated nomenclature indicated in the publication "Abbreviated nomenclature of items" shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of 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 statutes. However, pursuant to the constitution (46th amendment Act, 1982) if any further tax or levy is imposed by statue, 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, it any, is not, in the opinion of Superintending Engineer (whose decision shall be final and binding) attributable to delay in execution of work within the control of contractor.

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

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

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28. In case of P.P.C. is used in addition to the 7 days cube test at least 25% of the tests shall be carried out after 28 days tests are satisfactory. In such cases the strength of the concrete 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 NIT work may be allowed by the Executive Engineer to be disposed off by the contractor on his own or to sell the surplus earth to private parties at his desecration 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 H. P.P. W. D. specifications 1990 Vol. with CS upto date and H. P. P. W. D. specification for works 1990 (Vol. II) with correction slip No.1 to up-to-date of tender however in the event of any discrepancy in the description of any items as given in the schedule of quantities appended above with the tender and specifications for any items are not available in the H.P.P.W.D. specifications cited above, relevant I.S.I. specifications shall be followed. In case I.S.I. specifications are also not available, the decision of the Engineer-in-Charge given in writing based on acceptable sound Engineering practice and local usage shall be final and binding on the contractor. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only.)

2. The following modification to the above specifications and some additional specifications shall however apply :- (i) All slow aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries at or any other sources to be got approved by the Engineer-in-Charge. (ii) Sand to be used for cement concrete work mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from to be filled in by EE or any other source to be got approved by the Engineer-in-Charge and screened as required. The same shall consist of hard siliceous material it shall be clean sand. if the sand brought to site is dirty, it must be washed clean in water and should confirm to clause of H. P. P. W.D. 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 execution the work. In case of any difference noticed between Architectural and Structural Drawing, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor. For items where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and nothing extra shall be payable on this account.

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

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

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

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

9. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or falling 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 concerting for better bond is added to have been in built in the item (unless otherwise explicitly stated) and nothing extra shall be payable (or) extra cement considered with consumption on this account.

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

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

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

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

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

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14. Bricks works:

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

15. R.C.C. Work:

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

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

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

15.4. Precast R.C.C.

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

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

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

16.00 Flooring

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

17.00 Wood Work

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

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

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

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

17.5. Permissible tolerance on wood work shall be as under:

- a) Door frames of 3mm,
- b) Door shutters,
- c) On width and height of 3mm
- d) On thickness of 1.3 mm

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

17.7 Transparent 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 upto 0.2 sqm. | 3mm | 60cm |
| For glazing area from 0.2 sqm. to 0.5 sqm. | 4mm | 120cm |
| For glazing area more than 0.5 sqm. | 5.5 mm | 120cm |

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

Addition**Deletions****Correction****Over writing**

(Contractor.....)

(E. E.)

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

18.00 STEEL WORK:

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

(a) M.S. sill/tie of 16mm dia bar shall be welded to T-iron door frames to keep the frame vertical in correct position. The sill/tie shall be embedded in for concrete. No ties is necessary for window frames. In the case of window frame 21 ugs 15x3mm 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. In the case of window frame 2 lugs 15x3mm long shall be welded to each vertical number of the frame.

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

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

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

18.4. All welding steel work shall be tested for quantity of weld as laid down in IS 822-1970 before actual erection. Where ever it appears shall mean. Continuous fillet welding.

19.00 WATER SUPPLY SANITARY INSTALATION:

19.1 Sanitary fittings paints and other materials shall be obtained from one of the firms on the list of approved manufacturers of H.P.P.W.D. 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 SC. pipe and G.I. 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 issued in the schedule of material can be issued in inch sizes or it equivalent metric size as considered it and the issue rate recoverable from the contractor will remain the same. The contractor will not be paid anything extra on this account and nothing will be deducted for using the size of G.I. pipes issued and the items will be paid as per agreement rate for the same item.

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

19.5. Water tanks, taps, pipes fittings accessories should conform to bye laws specification of the municipal bodies, corporations etc. The contractor should engage licensed plumbers for the work and get the materials (fixtures fittings tested by the municipal bodies/corporation authorities wherever required at his own cost the work shall be carried out according to the municipal 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 75mm and floor traps shall have minimum seal of 50mm.

20.00 VARIATION CONSUMPTION OF MATERIALS:

The variation in consumption of material shall be governed as per H.P.P.W.D. specification and clauses of the contract of the extent applicable. The following specific clauses shall govern the variation in consumption pig lead.

21.00 VARIATION ON CONSUMPTION OF PIG LEAD:

21.1 The pig lead for caulking of joints of SCI pipes shall be issued as per theoretical consumption for SC. Pipes of size 100 mm, 75mm, 50mm, at 0.96 Kg., and 0.77 Kg. Per joints respectively over the above the theoretical quantities of lead as marked out variation of 5% shall be allowed for wastages etc. Any difference between the actual consumption of pig and theoretical consumption worked out on the above basis i/c the authorized variation shall be recovered at double the issue rate. Where the pig lead is arranged by the contractor variation of 5% will be allowed. In case the variation is on higher 5% will be allowed. In case the variation is on low side, the quality of pig lead used less shall be recovered from the contractor at market rate to be determined by Engineer-in-charge whose decision on the matter will be final.

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

Addition

(Contractor.....)

Deletions

Correction

Over writing

(E. E.)

22.00 CONDITIONS

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

22.2 The contractor shall instructions from the Engineer-in-charge grading collection and stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound 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 exaction of the work direct to the revenue authority of the Mineral Department concerned H.P. Government. The Recovery of Royalty charges will be made as per Prevailing Rates as ammended time to time.

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 lights and by providing barriers. He shall be responsible for all damages and accident caused due to negligence in this regard. No hindrance shall be caused to traffic during the execution of work.

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

22.7 No compensation shall be payable to the contractor for any damage caused by rains, light in 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 complete.

22.9 All material obtained from NIT 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 of work by the connectors. The contractors are required of proved 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 specification and condition carefully before tendering. No claim of any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions.

22.13 The site is available and tenderer should see the approaches and conditions of the same. 'If any approach from main road is required at site or existing approach is to be improved and maintained, for cartage and materials by contractors, the sane 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 damaged during the cartage shall not allowed to be used in the work and shall be removed by the contractor at his own cost and no claim what so ever shall be entertained in this regard.

23.00 CONDITIONS FOR ISSUE OF MATERIALS:

23.1 The materials will be issued to the contractor at NIT godown as mentioned in the schedule of materials during the working hours as per rules of the H.P.P.W.D. stores as in force time to time. If these are delivered at any other site. The difference on account of less/more cartage will be adjusted accordingly. The contractor shall have to cart the materials to the site. The difference on account of less/more cartage will be adjusted according. The contractor shall have to cart the materials to the site of work at his cost as these are issued.

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

23.3 The size of the cement godown indicated in the sketch is on 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 rapacity needed will be final.

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

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

| | | | |
|-------------------|------------------|-------------------|---------------------|
| Addition | Deletions | Correction | Over writing |
| (Contractor.....) | | | (E. E.) |

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 items as well.

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

23.8: For standard sectional weight of steel standard tables referred in para 5.3.3. in specifications for works 1977 volume 1 to be considered for conversion of length of various sizes of M.S. or for steel bars in to eight steel bars to be issued would be only for reinforcement works in RCC 7 notto cover any other items.

24. CLARIFICATION REGARDING PLINTH LEVEL

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

- a) for buildings, compound wells plinth level 9 or 01.2 meters (4 feet) above ground level whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.
- b) for abutment piers retaining walls of culverts and bridges wall of water reservoirs. The floor level or where floor is not determined upto 12 meter above bed level.
- c) for retaining wall where the floor levels is not determined upto 12 meters above average ground level or bed level.
- d) for roads, all items of excavation and filling including, treatment of sub base and soling work.
- e) for water supply lines, sewer lines, underground storm water drain and similar works, all items of work below ground level except items of pipe work and masonry work.
- f) for open storm water drains, all items of work.

25 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 if the same before use in work.
- b) Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges if any, shall be borne by the Department All other expenditure required to be incurred for taking the samples conveyance pack in etc. shall be born 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 subheads of work as per H.P.P.W.D. specifications 1977 (vol. I) the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.
- d) The contractor shall be responsible to arrange at his own cost all necessary tolls and plants required for execution of the work.
- e) With a view to avoid controversy about quality or cement concrete as revealed in the test results of 7 days cubes falling 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 cues cubes should preserved in a sealed bag.

26.00 Integral water proof finishing (f) = P.P.C.C.S. - 2 Attached:

26.1 The contractor must associate himself with the specialized firm to be approved by the Engineer-in-charge in writing for integral cement based water proofing treatment for sunken floors and on roofs 10 years guarantee in prescribed proforma attached must be given by the specialized firm which shall be counter signed by the contractor in token of his overall responsibility. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance or the work done however half of this amount 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 some will be got doe 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 sulphide used in the product.

(Contractor.....)

(Ex. Engineer.....)
Division.....

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

This agreement made this _____ day of _____ two
thousand _____ between _____ son of
_____ (hereinafter call the Guarantor of the one part) and the Director NIT Hamirur
(hereinafter called the NIT on other party).

WHERE THIS AGREEMENT is supplementary to a contract (hereinafter called the contract) dated and made between
the GUARANTOR OF THE ONE part and the NIT on the other part where by the contractor inter alia undertook to render the
buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to effect that the said structure, will remain water and
leak proof, for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures
completely leak-proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after
the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of
roof or alteration and or such purpose:

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

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

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

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the
building water roof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification
within seven days from the date of issue of the notice from the Engineer-in Charge calling upon him to rectify the defects falling
which the work shall be got done by the NIT by some other contractor at the GUARANTOR's cost and risk. The decision of the
Engineer-In Charge as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will indemnify the
Principal and his successors against all loss, damage, cost .expense or otherwise which may be incurred by him by reason of
any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount
of loss and! or cost incurred by the NIT on the decision of the Engineer-in Charge will be final and binding on the parties.

IN WITNESS WHERE OF these presents have been executed by the obligor _____ and by and for and on behalf
of the Governor of H.P. on the day, month and year first above written.

Signed, Sealed and Delivered by OBLIGOR in the presence of

1. _____

2. _____

SIGNED FOR AND ON BEHALF OF THE Director NIT Hamirpur by E.E. Construction Cell NIT Hamirpur on in the presence of

1. _____

2. _____

Contractor

Executive Engineer

Addition
(Contractor.....)

Deletions

Correction

Over writing
(E. E.)

FOR NH/ATTERIAL ROADS
SPECIFICA TION AND CONDITIONS

1. The work shall be carried out strictly in accordance with the MOT Specifications.
2. Course aggregate shall be hard durable and free from excess of flat elongated, soft and disintegrated particles, dust and objection able matter.
3. The supply of stone aggregate shall conform to the following schedule:

(a) Supply of Grade-II stone aggregate for wearing coat in the particulars stretch as convenient shall be completed and finalized before starting supply in the next stretch.

(b) Supply of Grade-II stone aggregate for wearing coat in the particulars stretch as convenient shall be made only after the consolidation of wearing coat in the said trench is completed by the department.

(c) Similarly the supply of stone chipping/grit for premixed carpet and seal coat etc. shall be made only after the consolidation of soling coat in the said stench is completed by the department.
4. The size of "Firma/Template to be used for stacking of aggregate shall be approved the Executive Engineer could and fine aggregate supplied and stacked at site of work shall be paid in cubic meter.
5. The actual volume of aggregate to be paid for, shall be completed after deduction for voids under:

(i) For Grade-II and Grade-III stone aggregate 12.5%

(ii) For Chipping/Grit 5%
6. The quarry shall be got approved from the Engineer-in-charge the stone aggregate supplied from other than the approved quarry shall be rejected without any "I aim from the contractor.
7. 10% free of cost screenings as per grade-B of M.O.S.T. specification shall be supplied along with stone aggregate grade-II (63mm to 40 mm) size.
8. All charges for royalty, Municipal, Forest or other taxes and Octori, etc. Shall be paid by the contractor which are included in his quoted rates for stone aggregate.
9. To ensure quality control, the stone aggregate supplied by the contractor shall confirm to the various tests prescribed in the M.O.T. specification.
10. The contractor shall be responsible for due observance of at Municipal, Forest or other Rules by laws applicable in particular area. The payment for observance of these rules/laws if any shall be made by the contractor and nothing extra shall be paid to him on this account.
11. If the truck is available shall be provided at the rate ofper km., with hire charges of Rs) per day. The contractor will have to pay the goods taxes on prevailing rates under goods tax taxation Act, 1995 to the Excise and Taxation Department for the period of departmental truck (s) is hired by him for bonafide use on work. He will have to produce necessary receipt in taken to having paid to goods tax to the concerned Deptt. before receiving the payment from the Engineer.-in- Charge.
12. The contractor will produce a certificate from the Industries Department that the royalty has not paid by on account of extraction of stone and Bajri etc. from other than PWD road or alternatively the recovery of material excavated and utilized in the work as per the billed quantity shall be recovered by the department.

SPECIFICA TION AND CONDITIONS

1. The contractor shall meet the cost of the various sundries and contingencies necessitated by the work which falls within the following or similar other categories.

(a) Rent, royalties, Octroi, Toll Taxi Sales Tax, compensation and the cost on account of land or building, temporary building required by the contractor for collection of material, storage, housing of staff or other purpose of the work. No rent shall however, be payable to the Govt. of temporary occupation of the land owned by the Govt. at site of the work during the period of the contract.

(b) Suitable equipment and/or wearing upon for labour engaged risky operations.

(c) Compensation including cost of the suit for injury to person or property due to neglect of any measure of protection and also the amount which may become payable due to operation of workman compensation Act.
2. The contractor shall make their own arrangements for all material and tools plants, labour and transport and every-thing required for the work. There is however no bar to issue of tools and plants and machinery belonging to the Govt. On suitable rates as per rules of the Department in case it is available Permit/License/quota certificate for controlled items will be arranged himself by the successful tenderer. The Dept. will however, render assistance in procuring the same but no claim will be entertained if there is any delay or failure in arranging those.
3. The contractor is advised to make a detailed inspection of the site before tendering. No extra claim arising out of however in site conditions will be entertained.
4. The work shall be sent-put in accordance with the site plan and other plans.
5. Levels of road formation etc. Shall be as per approval of the Executive Engineer.
6. The work shall be carried out strictly in accordance with MOT specification for road and bridge works. In case of variation, if any the decision of the Executive Engineer will be final and binding.
7. The Dept. reserves the right to split up the tenders in any group or omit any item of the work without invalidating at tender and the contractor will be bound to accept the work awarded.
8. Letters etc. from the contractor found in the tender box raising or lowering rates or dealing with any other points will not be considered.
9. The contractor will give complete postal address and telegraphic addresses in the tender and also leave a copy of the same in the office of Executive Engineer. All correspondence and telegrams etc. on the above address and duly accepted by the postal authorities shall be deemed to have been served on the contractor from the date of posting. Any changes in the address shall be properly intimated to the office of Executive Engineer and acknowledgment received to the effect, unless this is done the old address will remain effective.
10. The Executive Engineer-in-charge reserves the right to with-hold the amount of wages of the labour from the contractor and distribute the same to them. This condition also includes the obligation on the part of the tenderer to comply with materially benefit rules/workman compensation Act. etc.
11. The work shall be carried out according to the drawings and nothing will be paid for extra work unless it is accordance with the written orders of the Engineer-in-charge.
12. No extra carriage, loading and unloading will be paid to the contractor. The rates quoted will be for all leads and lifts.
13. The contractor shall clear the site properly after the completion of the work.
14. The contractor shall construct suitable godown at site work for storing the material safely against damages by flood and rain etc. He shall employ necessary watch and word staff the purpose at his own cost.

15. The contractor is supposed to maintain all accounts of compensation of material supplied by the NIT which he shall have to produce for inspection, when by the PWD offices and he shall not misuse the Govt. Material. If contractor fails to produced satisfactory account of said material, the recovery may be effect the twice rate including storage charges.
16. All kind of taxes and royalty etc. for the material shall be borne by the contractor.
17. The contractor shall be responsible for any damage to the work while the progress due natural calamity or act of God.
18. For and break down of machinery, contractor will inform at least within 24 hours of the occurrence. The hire charges up to this information is received in the Division office, will be received from the contractor. In case the machinery remains idle for any other reasons, the contractor will have to pay the hire charges.
19. Any loss or damage caused to the machinery whether during the transit or at site work due to any causes whatsoever except mechanical breakdown will be borne by the contractor.
20. Operation staff provided with the machine shall not be made to work more than 8 hours on any working day. Sunday and other close holidays shall be considered as closed day for the work. The contractor shall pay charges at full rate for all such closed day.
21. Samples of all the material to be used on the work shall be submitted for approval to the Engineer-in-charge before hand. The same principal shall hold for all items of work.
22. Any damage caused to the existing structure or building of any service installation either due to negligence on the part of the contractor or due to actual requirement of the work shall be made good by the contractor. Installation shall be restored to its original conditions by the contractor to the satisfaction of the Engineer-in-charge. Nothing extra shall be paid for this.
23. If any royalty is to be paid to the location authorities for stone ballast, sand, Bajri, Moron or any material, it will be borne by the contractor himself.
24. The contractor will make his own arrangements for obtaining electric connection if required and make necessary payment direct to the department concerned. Regarding supply of water, reference may be made to clause 21 and 32 of the main form of the agreement.
25. The contractor shall have to return 100% (Hundred percent) of the empty bitumen drums issued to him by the Dept. Free of cost and in case of failure to do so, recovery shall be effected Rs. 100/- (one hundred) per drum.
26. The quantity of aggregate to be used will be that specified is tender document or MOST specifications for roads, bridge works where-ever not specified and shall be sufficient to yield specified thickness after compaction. The aggregate will conform to requirements and specifications, as laid down in MOST specification for roads and bridges words i.e. in respects of physical requirement and grading etc.
27. Binder contents will conform to the quantities as in tender document or in specification for roads and bridge works wherever not specified or based on mix design to be evolved as per directions of the Engineer-in-charge.
28. Hot mix plant of adequate capacity will be used for preparing the mix and the same shall be spread by self propelled machine with over the their used shall be treated as included in the items as per schedule of quantities exhibited. The manual paving of mix will not be allowed except where possible otherwise as per decision of the Engineer-in-charge.
29. Surfaced finish the quality control of material and work will be strictly as per relevant clause of specification for road and the bridge works.
30. Arrangement for the traffic during the construction will be made by the contractor as laid down under clause 105 of the MOST specification at his cost, in respect of traffic safety and control and construction including maintenance or temporary diversion etc.
31. The contractor will set up his own laboratory in field for contracting various tests as per specifications. If any of the test can not be carried out then those are required to be carried out else- where. He will bear the cost of sending/checking the samples.

ADDITIONAL GENERAL CONDITIONS

32. The constructions will be taken from one side and without leaving gaps in between so that contractor does work from one of the length provided in the contract instead of picking and choosing the length where he would like to work.
33. If the contractor starts the work left incomplete at the estimated cost of the work as per the actual of expenditure incurred for cost of the works as per the actual or expenditure incurred for getting work done through other agency which-ever is higher.
34. In the event of the dispute of any kind arising out of this contractor this Law Court at the Distt. Hqtr, or High Court of Himachal Pradesh Shimla have the legal jurisdiction. The condition will not however, interfere with the Arbitration clause of the contractor agreement.
35. The contractor shall be responsible for loss or damage to any material issued to him by the Deptt. For execution work from any cause whatsoever even in the case of materials issued free of cost to him. The cost of such loss/damages misuse material shall he recovered from the contractor at double the store issued rate plus ten percent supervision charges.
36. The contractor will produce a certificate copy from the Industry Deptt. That the royalty has been paid by him on account of extraction of stones and sand from other than PWD roads of alternatively the recovery of material excavated and utilized in the construction as per the billed quantities shall be recovered by the Dept.

CONDITIONS OF ISSUE OF MATERIALS

37. The material shall be issued to the contractor at the place of delivery as mentioned in the tender, if these are delivered at any other site, the deference of carriage shall adjusted accordingly. The contractor shall cart at his own cost the material of the site works, as soon as the material is issued. The material shall be issued during the working hours and as per terms and rule of Public Works Department god own framed time to time.
38. The contractor shall bear all incidental charges carriage storage and safe custody of materials.
39. The recovery for damaged material due to defective storage of the materials issued by Dept. will be made from the contractor al double the rate of issue and no claim on this account shall be entertained.
40. The contractor/firm should produce the document conforming to the capacity of doing the work within the stipulated period of the contract agreement.
41. The contractor/firm should have technical know, how for executing such type of work.
42. The contractor/firm should produce the document supporting ownership of machines which includes Modern Hot Mix Plant, Tipper and Pavers etc. Concerning the heavy bituminous work.
43. The contractor/firm shall produce the document in support of their previous experience of the work of the same nature.
44. The enlistment of the contractor/firm in the relevant class shall not bound the Dept. for issue of tender document until and unless the contractor/firm fulfill the above requirement mentioned under condition No.42.
45. Before starting the work, contractor shall get the formula for the mix approved by the Engineer-in-charge.
46. No increase in the quantities or change in scope from sanctioned by executed without obtaining written approval of the sanctioning authority.
47. The work is to be carried out in accordance with the Hand Book of the quality control for construction of road and runways (1st revision IRC-SP-1997) observing strict quality control instruments of permanent record maintained thereof.
48. Strengthening work be done with bodies, mechanical sprayer, modem hot mix plant, paver finisher only.
49. 2% sales tax will be deducted from each running bill of contractor as per section I2-A of HP General Sales Tax rule 1968.
50. The required temperature of the mix according to the MOST specification should be maintained by the contractor as the time of laying at site. In case there will be any change in temperature, the material shall be rejected and nothing shall he paid on this account.