GOVERNMENT OF HIMACHAL PRADESH

ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P LTD. (RTDC)

RTDC
(A Government of Himachal Pradesh Undertaking)
Ropeways and Rapid Transport System Development Corporation HP Ltd.
प्रदूषण मुक्त यातायात के लिए हिमाचल की पहल

General Conditions of Contract (GCC)

NAME OF WORK :- ***Repair work for working standard laboratory of food supply & consumer affairs at Shimla (HP).***

REFERENCE OF SANCTION:- No. RTDC/WSL/UNA/ 2024/ 4233-34
Dated:- 21 /11/2026

SANCTION AMOUNT :- **Rs.25,19,930 /- (Rupees Twenty Five Lakh Nineteen Thousand and Nine Hundred Thirty Only)**

AGREEMENT NO.

Percentage Rate / Item Rate Tender & Contract

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GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4A, 9 & 10 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (RTDC-7) or item rate tender (RTDC-8).

2. RTDC-6, Schedules A to F, special conditions/specifications and drawings etc. will be part of Notice Inviting Tenders(NIT)and shall be uploaded.

3. The intending bidders will quote their rates in Schedule A and schedule A to F and performa for registers are only for information and guidance.

4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in RTDC-6 and in Schedules B to F before issue of Tender Papers.

5. The intending bidders will quote their rates in Schedule A.

6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

RTDC

RTDC From No. - 6 For E-Tendering	RTDC-6

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE
(Applicable for inviting open bids)

The **Executive Engineer, RTDC** on behalf of The Ropeways and Rapid Transport System Development Corporation H.P Limited (RTDC) invites Item rate/**Percentage rate tenders** from approved and eligible contractors in appropriate class for following work:

S. No.	NIT NO.	Name of work and location	Estimated cost put to bid/Tender	Earnest Money	Period of Completion	Last date & time of submission of bid/Tender, original EMD & other Documents as specified	Time & date of opening of bid	Time period allowed for submission of originals of all the scanned & uploaded documents as specified in NIT by the lowest bidder.	Cost of tender form
1	2	3	4	5	6	7	8	9	10
*	* RTDC/WSL UNA/2024/4245 dated 23/11/2026	* Repair work for working standard laboratory of food civil supply & consumer affairs at Shimla (HP)	* Rs.25,19,930 /-	* Rs50,500/-	* Three Months	* 01/12/2026 till 03.00 PM	* 01/12/2026 at 4:00 PM	* 7 days.	* Rs. 2,360/-

***To be filled by Executive Engineer, RTDC.**

1. The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications, RTDC- 6 and other term

and conditions given in the NIT and drawings. The bidder should also read the General Conditions of Contract for RTDC works with up to date correction slips, which is available on RTDC website, however, provisions included in the tender documents shall prevail over the provisions contained in the standard form. The set of drawings and NIT shall be available in the Office of **Executive Engineer, RTDC.** The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. He should only submit his tender if he considers himself eligible and he is in possession of all the required documents. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while submitting the tender online. They are requested to comply following conditions.

a) Tenders with any condition including that of conditional rebates shall be rejected forthwith.

b) The successful bidder shall be required to submit a Performance Guarantee of 5% (Five Percent) of the tendered amount within 15 days of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on the written request of the contractor.

c) GST and Labour Cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.

d) It will be obligatory on part of the Contractor/Bidder to tender for and sign the tender documents for all the component parts. The department reserves right to accept tender in full or in part without assigning any reasons.

2. The intending bidder must read the terms and conditions of RTDC-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

3. Information and instructions for bidders posted on website shall form part of bid document.

4. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of opening of bid is extended, the enlistment of contractor should be valid on the original date of opening of tender.

5. The bid document consisting of plans, specification, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with the other necessary documents can be seen in the office of **Executive Engineer, RTDC** on all working days between 11:00AM to 05:00 PM except Sunday and public holidays and downloaded from RTDC website .

6. But the bid can only be opened **after deposition of original EMD in the office of Executive Engineer inviting bids within the period of bid submission** and uploading the mandatory scanned documents such as Treasury Challan/ Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank towards EMD in favour of **"Executive Engineer, RTDC"** as mentioned in NIT and other documents as specified (for offline tenders). For online tender, the cost of the tender and earnest money shall be deposited through online/offline mode and receipt towards cost tender earnest money shall be deposited as PDF document.

7. **The bids will be submitted up to 03:00 PM on 01/12/2026. The bid shall be opened at 04:00 PM on 01/12/2026(to be filled by Executive Engineer).**

8. Those contractors not registered in HPPWD/CPWD/ H.P. Jal Shakti Vibhag (as the case may be) are required to get registered beforehand.

9. The intending bidder must have valid digital signature to submit the bid.

10. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

11. Contractor can upload documents in the form of JPG format and PDF format.

12. In addition to this, while selecting any of the cells, a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and the bidder quotes no rate, rate of such item shall be treated as '0' (Zero).

13. The required documents meeting the criteria to qualify as "approved and eligible contractors" alongwith other documents as mentioned under para "List of Documents to be scanned and uploaded within the period of bid submission" below, as uploaded by the agency and hard copies received subsequently shall be checked. The financial bid of only those agencies shall be opened who are found to be eligible agencies, as per this NIT.

14. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contactors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

15. The letter of award shall be issued to lowest bidder only on receipt of copy of Labour license, Registration with EPFO (Employee Provident Fund Organization), ESIC(Employee State Insurance Corporation), BOCW (Building and Other Construction Worker) Welfare Board and PF (Provident Fund) Nos. or submitting the proof of applying for these thereof along with P.G.

16 **List of Documents to be scanned and uploaded within the period of bid submission:**

1. Treasury Challan/ Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD (for offline tenders). For online tender, the cost of the tender and earnest money shall be deposited through online mode and receipt towards cost of tender and earnest money shall be deposited as PDF document.
2. Valid Enlistment Order of HPPWD/CPWD/ H.P. Jal Shakti Vibhag Contractor in appropriate class. (as the case may be)
3. Certificate of Registration for GST and acknowledgement of upto date filed return as per NIT stipulation.

The following conditions, which already form part of the tender document, are specially brought to the notice of all intending bidders for compliance while filling the tender. They are requested to comply following instructions:

(i) After submission of the bid the contactor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

(ii) While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

~~(iii) In case of composite tenders, the contractor submitting the tender should read all the three parts of the tender viz. Part A, B & C, which are containing schedule of quantities, additional & special conditions, additional specifications, particular specification and other terms and conditions given in the NIT and drawings for Major as well as Minor component of work. Details of these parts are summarized as under:~~

- **Part A: -** RTDC-6, RTDC-7 including Schedule A to F for major component of the work, Standard General Conditions of Contract as amended/modified up to last date of submission of bid.
- **Part B: -** General/specific conditions, specifications and schedule of quantities applicable to major component of the work.
- **Part C: -** Schedule A to F for minor component of the work, (EE in charge of major component shall also be competent authority under Clause 2 and Clause 5 as mentioned schedule A to F major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

The Major component of work is Civil work and Minor component of work is Electrical work.

(iv) The bidders should also read the General Conditions of Contract, amended up to last date of submission of bid of the work, which is available on RTDC website, however provisions included in the tender document shall prevail over the provisions contained in this standard form. The set of drawings and NIT shall be available with the Executive Engineer.

(v) The contractor should also visit the site of work and acquaint himself with the site and soil conditions before tendering.

(vi) The main contractor shall execute the minor component(s) also. He should either be an eligible contractor himself or associate with himself an eligible agency for execution of electrical work as per RTDC-6 for e- tendering. The contractor shall indicate the names of up to three such agencies within prescribed time as "Minor component agencies". In case the bidder does not submit the details of electrical agencies, then these shall be submitted before acceptance of the bid.

(vii) After acceptance of the tender by Chief General Manager, the EE in charge of major component of the work shall issue letter of award on behalf of RTDC. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two/or more copies of agreement depending upon number of Engineer-in-charge of minor components. One such signed set of agreement shall be handed over to Engineer-in-charge of minor component. Executive Engineer of major component will operate part A and part B of the agreement. Engineer-in-charge of minor component(s) shall operate part C along with Part A of the agreement.

(viii) The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Engineer-in-charge of minor component as well as to Engineer-in-charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

(ix) Tenders with any condition including that of conditional rebates in the tender document shall be rejected forthwith.

(x) The online percentage rate (s) must be quoted in decimal coinage. Amount shall be calculated and rounded in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

(xi) The successful bidder shall be required to submit a Performance Guarantee of 5% (Five percent) of the composite contract amount within a period of issue of letter of acceptance as specified in schedule 'F'.

(xii) GST on materials as applicable shall be paid by the contractor himself. The contractor shall quote his rates considering all such taxes.

(xiii) Attention is also drawn to Clauses 6, and 7 of General Condition, which prescribes the procedure for computerized recording of measurement and preparation of bill by contractor.

(xiv) Intending bidder may submit physical mile stones on the basis of their resources and methodology at the time of tendering as indicated in the "Schedule F", otherwise it will be assumed that agency is agreeable to physical mile stones mentioned in the table.

(xv) Intending bidder may give detailed activities/programme for each mile stone fixed in the tender document while submitting the tender.

DGM/Executive Engineer,

RTDC

RTDC-6

GOVERNMENT OF HIMACHAL PRADESH

ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P LTD. (RTDC)

NOTICE INVITING TENDER

1. Item rate/percentage rate tenders are invited on behalf of RTDC from approved and eligible contractors of HP PWD/CPWD and H.P. Jal Shakti Vibhag (Contractor of HP Jal Shakti Vibhag are eligible to participate for the works having amount put to tender above Rs. 100 Lac).
(strike out as the case may be) dealing with buildings, roads and bridges, for the work of
Name of Work:- Repair work for working standard laboratory of food civil supply & consumer affairs at Shimla(HP).

The enlistment of the contractors should be valid on the last date of submission of tender/ bid.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of submission of tender/ bid.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two date's i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost Rs. Rs.25,19,930 /- This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Tender documents will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the Chief General Manager, of having satisfactorily completed similar works of magnitude specified below:-

1.2.1 Criteria of eligibility for contractors:

Should have satisfactorily completed the works in last 5 years ending previous day of last date of submission of bid. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the Government/client but excluding those supplied free of cost.

Three similar completed works each of value not less than **40%** of the estimated cost.

Or

Two similar completed works each of value not less than **50%** of the estimated cost.

Or

One similar completed work of value not less than **80%** of the estimated cost.

"Similar Work" shall mean:
Construction of building work (civil) / renovation/addition & alteration comprising of internal sanitary fitting work & internal electrical installation). The bidders shall submit Completion Certificate(s) mentioning name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion along with LOI(s)/ W.O(s) from respective Owner(s)/Client(s).

To become eligible for issue of tender documents, the tenderer shall have to furnish an affidavit as under-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in RTDC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. RTDC-7/8 which is available on RTDC website. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.
OR
The site for the work shall be made available in parts as specified in schedule F _____

5. Applications for issue of Tender forms shall be received by… (4PM) and tender document shall be issued by……(4PM)

Tender document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the ..... between hours of 11.00 AM & 4.00 PM from…….. to ……. every day except on Sundays and Public Holidays. Tender

documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of Rs..... in cash as cost of tender documents.

6. (i) Tenders shall be accompanied with Earnest money of Rs. 50,500/- in the form of Treasury

RTDC

Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt/Bank guarantee of a scheduled bank duly pledged in favour of the Executive Engineer, RTDC. 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders (for offline tenders).

ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the 03:00PM ..... and will be opened by him or his authorized representative in his office on the same day at 11.30AM. The envelop marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order. (for offline tenders).

For online tender, the cost of the tender and earnest money shall be deposited through online mode and receipt towards cost of tender and earnest money shall be deposited as PDF document.

7. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent**) (This condition is applicable for the tenders having tendered amount of Rs. 100 Lacs. (One Hundred Lacs) and above** of the tendered amount within the period specified in Schedule F. This guarantee shall be in shape of Deposit at Call receipt of any scheduled bank duly pledged in favour of the Executive Engineer, RTDC (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

Repair work for working standard laboratory of food civil supply & consumer affairs at Shimla (HP).

Copies of other drawings and documents pertaining to the works are open for inspection by the tenderers at the office of above-mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the Contract documents. Submission of a tender by a tenderer implies that he has read this

notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. The Chief General Manager on behalf of RTDC does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The Chief General Manager on behalf of RTDC reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

12. The contractor shall not be permitted to tender for works in the RTDC responsible for award and execution of contracts, in which his near relative is posted as a Divisional Accountant or as an officer in any capacity between the grades of Chief General Manager and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the RTDC or in the Ministry. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

13. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Himachal Pradesh is allowed to work as a contractor for a period of Two years after his retirement from Government service, without the previous permission of the Government of H.P. in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of H.P. as aforesaid before submission of the tender or engagement in the contractor's service.

14. The validity period for acceptance of tenders in case only financial bids are invited shall be 30 days from the last date of receipt of bids and in all other cases 75 days from the last day of receipt of technical bid.(strike out as the case may be)
If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Chief General Manager shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

15. This notice inviting Tender shall form a part of the contract document. The successful

tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard RTDC Form 7/8.

16.1.1 The tenderer must associate with himself, agencies of the appropriate class eligible to tender for each of the minor component individually.

16.1.2 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

16.1.3 After acceptance of the tender by Chief General Manager, the Engineer –in- Charge of major component of the work shall issue letter of award on behalf of the Governor of Himachal Pradesh. After the work is awarded, the main contractor will have to enter into one agreement with Engineer –in- Charge of major component and has also to sign two or more copies of agreement depending upon number of Engineer –in- Charge in charge of minor components. One such signed set of agreement shall be handed over to Engineer –in- Charge of minor component. Engineer –in- Charge of major component will operate part A and part B of the agreement. Engineer –in- Charge of minor component(s) shall operate Part C along with Part A of the agreement.

16.1.4 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

16.1.5 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

16.1.6 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).

16.1.7 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

17. ~~A Joint Venture (JV) of contractors can participate in the tender as per condition 28.0 of General Rules and Directions.~~

18 The contractors should quote in figures as well as in words the rate & amount tendered by them. The amount for each item should be worked out & requisite totals given.

19. When a contractors signs a tender in an Indian language the percentage above or below & the tendered amount in the case of RTDC form No…….& the total amount tendered should also be written in the same language. In the case of illiterate contractors, a witness should attest the rates or the amounts tendered.

20. Issue of tender form will be stopped days before the date fixed for the opening of tenders i. e on ……or on ……..

21. All the rates should be quoted on the proper form of the tender alone.

22. Any item rate tender containing percentage below/above will be similarly rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

23. On acceptance of tender, the contractor will intimate to the Engineer-in- Charge, the name of the authorized representative(s) who would be responsible for taking instructions from the Engineer-in-charge.

24. Special care should be taken to write the rates in figures as well as in words, and the amount of figures, only in such way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs' should be written before the figures of rupees and words 'P' after the decimal figures e.g. Rs. 2.15 and in case of words, the words 'Rupees' should precede and the words "Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the words 'only' it should invariably be up to two decimal place. While quoting the rate in schedule of quantities, the words 'only' should be written closely following the amount and it should not be written in the next line.

25 . If on check there is difference between the rates quoted by the contractor in works and in figures or in the amount worked out by him, the following procedure shall be followed:

(i) When there is difference between the rates in figures and in words, the rate, which corresponded to the amounts worked out by the contractor, shall be taken as correct.

(ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

(iii) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

26. If it is found that the tender is not submitted in proper manner or contain too many corrections or absurd rates of amounts it would be opened for Govt. to take suitable action against the contractor.
27. In case of discrepancy in the rates quoted by the contractor in works and figures, the rates quoted in words will be the correct basis and not the rates quoted in figures.
28. Goods & Service Tax (GST) or any other tax on material in respect of this contract shall be payable by the contractor and Govt. will not entertain any claim whatsoever in this respect. Deduction at source will be regulated under the provision of GST Act (2% GST (1% CGST+1% SGST) will be deducted from the bills of the contractor under as per Gazetted notification published).
29. The contractor shall produce Income Tax Clearance Certificate on the revised form notified under Ministry of Finance O.M No. 221/34/76 II Al dated 21/05/1981 circulated under O.M No. 17829/55 (1) 86- Coord dated 28.01.1981 before the tender papers can be sold to him.
30. Where Tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

31. The Contractor shall comply with the provision of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/ Executive Engineer may in his discretion cancel the contract. The contractor shall also be liable for any liability arising on account any valuation by him of the provisions of the Act.
32. Un-sealed tenders shall be similarly rejected.
33. The site shown in the layout plant shall be cleared of all obstruction, loose stone material, rubbish of all kind as well as brushwood. All holes or hollows whether originally existing or are produced by removal of loose stone or brushwood shall be carefully filled up with earth well rammed and leveled as directed by the Engineer-in-Charge before the commencement of the work. Nothing whatsoever will be payable to the contractor on this account.
34. The site of execution of the work will be made available as soon as the work is awarded. In case it is not possible for the department to make the entire site available on the award of work, the contractor shall arrange his working programme accordingly. No claim whatsoever for not giving the site in full on award of work or for giving the site gradually in parts will be tenable.
35. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of the tender.
36. The tenderer while submitting tender must provide adequate information regarding his financial, technical and organizational capacity to execute the work.
37. The tender for works shall remain open for acceptance for the period as given below :-

Sr No.	Particular	Period
i)	Tender in case only financial bids are invited	30 days from the last date of receipt of bids.
ii)	Tender in all other cases	75 days from the last day of receipt of technical bids

38. The Engineer –in -Charge reserve right to ask for submission of sample as in respect of material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer who is called upon to do so does not submit samples within 7 (seven) days of written order, RTDC shall be at liberty to forfeit 10% of the said earnest money absolutely.
39. The tenderer on acceptance of offer, if fails to commence the work within stipulated period the earnest money deposited with tender will be forfeited and will be absolutely at the disposal of the H.P. Government without any reservation on the part of the tenderer.
40. In case the lowest tender withdraws 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 on after its opening

within the validity period, the earnest money so deposited by the tenderer shall stand forfeited and will be absolutely at the disposal of the H.P. Govt. without any reservation on the part of the tenderer.

41. The contractor will have to submit the proof of registration under Employee's Provident Fund & miscellaneous provision Act, 1952.
42. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

Signature of Contractor with Full Address

DGM/Executive Engineer……
RTDC

RTDC

RTDC - 7/8

GOVERNMENT OF HIMACHAL PRADESH
ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P LTD. (RTDC)

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of :- ***Repair work for working standard laboratory of food civil supply & consumer affairs at Shimla (HP).***

(i) To be uploaded by……. hours on..... to/upload at

(ii) To be opened in presence of tenderers who may be present at ……. hours on ….....……. in the office of .....

TENDER

I/We have read and examined the notice inviting tender, schedule A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for RTDC within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for.....days from the due date of its opening in case of single bid system .....from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work and not to make any modification in its terms and conditions.

A sum of Rs..... is hereby forwarded in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/ /bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/ /bank guarantee issued by a scheduled bank is scanned and uploaded (on offline tenders)(strike out as the case may be). For online tender, the cost of the tender and earnest money shall be deposited through online mode and receipt towards cost of tender and earnest money shall be deposited as PDF document. If I/We, fail to furnish the prescribed performance performance guarantee within prescribed period, I/We agree that the said Chief General Manager, RTDC or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said

Earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Chief General Manager, RTDC or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in RTDC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

Dated — Signature of Contractor
Witness: — Postal Address

Address:
Occupation:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Governor of Himachal Pradesh for a sum of Rs. …….....

(Rupees .....

.....)

The letters referred to below shall form part of this contract agreement:-

(a)

(b)

(c)

For & on behalf of RTDC.

Signatures .....

Dated: — Designation .....

GOVERNMENT OF HIMACHAL PRADESH
ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P LTD. (RTDC)

General Rules & Directions

1. All works proposed for execution by contract will be notified in a form of invitation on office notice board or to tender pasted by publication in News papers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender 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 authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.

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

Applicable for Item Rate Tender only (RTDC - 8)

4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

   In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

   If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Chief General Manager and EE(s) in-charge of major & minor component(s) (also EE Hort. in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

Applicable for Percentage Rate Tender only

4A. In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-

I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified 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 including conditional rebates, will be summarily rejected.

4B. In case the lowest tendered amount (estimated cost $\pm$ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Chief General Manager and EE(s) in-charge of major & minor component(s) (also EE Hort. in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.

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 or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

Applicable for Item Rate Tender only (RTDC - 8)

8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

Applicable for percentage Rate Tender only (RTDC - 7)

9. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

Applicable for Percentage Rate Tender only (RTDC - 7)

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

11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount **(This condition is applicable for the tenders having tendered amount of Rs. 100 Lac. (One Hundred lac) and above** within the period specified in the

12. Schedule F. This guarantee shall be in the form of Deposit at call receipt of any schedule bank/ Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% for the works of tendered value less than Rs. 100 lac and 2.5% for the works of tendered value of Rs. 100 lac and above. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will be accepted in the shape of Government Securities, Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed.

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

14. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

15. The contractor shall give a list of both gazetted and non-gazetted RTDC employees related to him.

16. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

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

Work Done Detail: In last seven years with base year indicated in Performa of schedule "F"

Sr No	Name of HP Govt. Division or State	Name of Work	Cost of completion			Remarks (Indicate in % of completion of awarded components)
			Awarded amount	Completion amount	Penalty if any and amount pain thereafter	
1	**2**	**3**	**4**			**5**

Work in hand detail

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

These statements should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent in State with his seal.

18. The contractor shall comply with the provisions of the Apprentices Act

1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

19. The GST (SGST+CGST) shall be deducted at source at the rate as notified by the Government of India from time to time.

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

21. The contractor of appropriate class registration can tender in the work. The contractor has to produce the registration certificate at the time of tender.

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

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

22 "A". The contractor will have to submit the proof of registration under Employees Provident Funds & Miscellaneous Provision Act, 1952 (EPF Number) with in a month from award of Work/Contract. (as per instruction issued vide ENC office letter No. 20593-692 12- 09-2017)

24. Online bidding procedure: Scanned copies of the following documents shall be uploaded on the website http://hptenders.gov.in from the appropriate place.

24.1. COST OF TENDER: INDICATED IN SCHEDULE 'E' :

THE COST OF TENDER MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT AND UPLOADED as pdf DOCUMENT. It is however made clear that payments towards cost of tender form/fee whenever specified in the GCC to be paid in shape of demand draft expect specified herein above shall be applicable for off line tenders.

24.2 .EARNEST MONEY:

THE EARNESTMONEY INDICATED IN SHEDULE 'E' AND MAY BE DEPOSTED IN SHAPE OF Treasury Challan/ Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank UPLOADED AS pdf DOCUMENT. It is however made clear that payments towards cost of tender form/fee whenever specified in the GCC to be paid in shape of Treasury challan/ deposit at call receipt/FDR/Bank Guarantee of any scheduled bank duly pledged in favour the Executive Engineer, except specified herein above shall be applicable for off line tenders.

24.3. CONTRACTOR'S REGISTRATION: THE CONTRCTOR HAS TO PRODUCE THE ENLISTMENT OF COMPETENT AUTHORITY IN APPROPRIATE CLASS VALID AT THE TIME OF TENDER AND UPLOAD AS pdf REFER GENERAL RULES NO 21.

24.4. GST REGISTRATION: THE GST REGISTRATION DOCUMENT MAY BE UPLOADED AS pdf DOCUMENT REFER HPPWD-6 16(3).

24.5. WORK DONE CERTIFICATE & WORK IN HAND CERTIFICATE: (only if required in tender document) THE WORK DONE & WORK IN HAND MAY BE FILLED UP IN THE REQUIRED PERFORMA SHOWN IN GENERAL RULES NO. 16 MINIMUM AMOUNT OF WORK DONE SHOWN SCHEDULE 'F' AND THESE ALONGWITH THE WORK DONE CERTIFICATE OF COMPETENT AUTHORITY MAY BE UPLOADED AS pdf DOCEMENT.

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

24.7 BILL OF QUANTITY: THE BILL OF QUANTITY MAY BE UPLOADED IN XLS FORMAT.

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

24.9. Any other documents as specified by the State in Performa of schedule

25. Submission of Original Documents:

25. (i) The bidder(s) shall submit scanned copies of the original documents as stated in clause 23 to 24.9 herein above including the scanned copies of receipts for cost of the tender document and earnest money along with the bids on or before the due date of submission on the website http://hptenders.gov.in Evaluation of the bids will be carried out only with the downloaded scanned copies of original documents as submitted by the bidder(s) as per the requirement of the tender document. However, the successful bidder shall have to submit the original documents physically with the concerned authority under proper receipt before issue of Letter of Award of the work. It may be noted that in case any uploaded scanned copy of any document is found to be false/forged at any stage, the bidder shall be debarred for tendering in RTDC in future as per his affidavit /undertaking submitted along with his bid.

(ii) However, while evaluating the bid technically, if the authority requires any clarification from the bidder on the submitted scanned copies of the original documents, the bidder will be asked in writing **(only through e-mail of tendering authority as specified in tender documents to bidder's e-mail as specified in his bid)** to clarify his technical bid with respect to any rectifiable defect(s).

(iii) On clarification sought by the authority, the bidder will respond only through e-mail in not more than 7 days of the issue of clarification letter from the concerned authority through e-mail. Immediately on receipt of such clarification(s), the evaluation committee will finalize the list of technically responsive bidders.

(Approved vide Govt. letter No.PBW(B)A(3)1/2020-1 dated 8-3-2022)

26. Eligibility criteria:

26.1 (This eligibility condition shall be applicable for those works of amount awarded cost of which is greater than 100 lacs) as per Govt. Notification No. **PBW(B)F(1)1/2023 dated 04-10-2023**,the contractor has not have more than two contracts at a time each of more than Rs. 100 lacs or more in RTDC. The contractor has to submit the list of incomplete works in hand on the proforma mentioned at S.No. 17of General Rules and Directions.

26.2 (This eligibility condition shall be applicable for those works of amount put to tender is more than Rs 100.00 lacs).

26.2.(a) Bidding Capacity :- Bidders who meet the minimum qualification criteria and also fulfilling the above requirement as per 26.1 will be qualified only if their assessed available bid capacity for construction works is equal to or more than the total bid value. The available bid capacity will be calculated as under: Assessed Available Bid capacity = (A x N x M - B)

Where

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

	Last Five years (excluding current year)	Amount of work done in each financial Year

Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach /upload certificate from Chartered Accountant)	(Rs in lakhs) Year- Year- Year- Year- Year-	

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year). M =2

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited. The details should be on the formats indicated in condition no 16.

26.2.b : Minimum Work done condition :- Three similar completed works each of value not less than **40%** of the estimated cost (without Liquidated Damage or compensation) in last five years or Two similar completed works each of value not less than **50%** of the estimated cost (without Liquidated Damage or compensation) in last five years or One similar completed works of value not less than **80%** of the estimated cost (without Liquidated Damage or compensation) in last five years. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 5% per annum, calculated from the date of completion to the last date of receipt of application for tender.

26.2.c: Power to relax "In exigency of work the power to relax any provision of the rules/ clauses shall vest with a committee, comprising of Director, RTDC and Manager Finance.

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

28.0 Joint Ventures: This condition is applicable for the tenders having tendered amount of Rs. 500 Lac. (Five Hundred lacs) and above .

Bids submitted by a Joint Venture (JV), which shall consist of not more than three firms as partners including the lead partner, shall comply with the following requirements:

(a) There shall be a Joint Venture Agreement (Refer Annexure I of schedule F or a Letter of Intent to form a Joint Venture, specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - I shall be submitted before any award of contract to the successful bidder, could be finalized.

(b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners . On award of contract, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.

(c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.

(d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

(e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the

(f) authorization mentioned under sub clause (c) above as well as in the Form of Bid and the Form of

Agreement (in case of a successful bidder).

(g) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 1.1 below and furnished separately for each partner.

(h) The Joint Venture Agreement shall be registered to be legally valid and binding on all partners.

1.1 A To qualify for award of the Contract, each bidder (Individual or Joint Venture) should have in the last five years (5 years) immediately preceding the year, in which the bids are invited, year means financial year);

(a) Achieved in any one year a minimum financial turnover on account of Civil Engineering works executed by taking into account the completed as well as works in progress (Refer 26.2a of GCC) duly certified by the Chartered Accountant. The turnover will be indexed at the rate of 8% per year.

(b) Satisfactorily completed, as prime contractor, or sub contractor at least one similar work equal in value half of the estimated cost of work or at least one Civil Engineering work equal in value of the estimated cost of work for which the bid is invited as mentioned in GCC.

1.2 B **(a)** Each bidder must produce:

(i) A copy of PAN issued by Income Tax Authorities; and

(ii) An affidavit that the information furnished with the bid document is correct in all respects; and

iii) Such other certificates as defined by the Engineer-in Charge. Failure to produce the certificates on demand shall make the bid non-responsive.

(b) Each bidder must demonstrate:

(i). Availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the GCC including equipment required for establishing field laboratory to perform mandatory tests, and those stated in the GCC.

(ii) Availability for construction work of technical personnel as stated in the GCC.

1.3 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Invitation for Bids, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

1.4 D Joint Venture firm (having partners limited to three including lead partner) shall be jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirements. This condition is applicable for the tenders having tendered amount of Rs. 500 Lacs(Five Hundred lacs) and above.

(i) The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 1.1 A (a) & (b) above.

(ii) Each of the remaining partners shall meet not less than 25% of all the qualifying criteria given in sub-clause 1.1 A (a) & (b) above.

(iii) The Joint Venture must also collectively satisfy the requirements of the criteria of Clause 1.2 B and 1.3 C above. For this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.

(iv) In the event that the Engineer-in-charge has caused the bidder to disqualify under Clause 1.7 of below, all of the Joint Venture partners will be disqualified.

(v) The available bid capacity of the JV as required under Clause 1.6 of below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

1.5 Sub-Contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in sub-clause 1.1 A above.

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

Assessed Available Bid capacity = (A*N*M - B)Where :

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

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

M = 2 (Two).

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

***Note**: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.*

1.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

(i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) evidence of confirmed record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc., participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Engineer-in Charge.

CODITIONS OF CONTRACT

Definitions

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

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

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

(ii) The **Site** shall mean the land, places on, into or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.

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

(iv) The Chief General Manager means the Chief General Manager of RTDC and his successors.

(v) **RTDC** means Ropeway and Rapid Transport System Development Corporation H.P Ltd.

(vi) The **Engineer-in-charge** means the **Deputy General Manager** who shall supervise and be in charge of the work and who shall sign the contract on behalf of RTDC as mentioned in Schedule 'F' hereunder.

(vii) The term **EE** means **Executive Engineer** of **RTDC.**

(viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.

(ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

(x) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads

and properties Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

(xi) **Department** means Ropeways and Rapid Transport System Development Corporation H.P Ltd. (RTDC).

(xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

(xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.

(xiv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

(xv) **GST** shall mean Goods and Service Tax - Central, State and Inter State.

Scope and Performance

3 Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4 Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5 The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents . None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

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

Sufficiency of Tender

7 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

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

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

(i) Description of Schedule of Quantities.

(ii) Particular Specification and Special Condition, if any.

(iii) Drawings.

(iv) HPPWD/CPWD Specifications.

(v) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

(i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard Form as mentioned in Schedule 'F' consisting of:

(a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.

(b) CPWD Safety Code/RTDC Safety code.

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by RTDC or its contractors.

(d) Himachal Pradesh Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

GENERAL CONDITION OF CONTRACT
CLAUSES OF CONTRACT

Clause 1

Performance Guarantee

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) **(This condition is applicable for tenders having tendered amount of Rs. 100Lacs.(One Hundred Lacs) and above** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the shape of Deposit at Call receipt of any scheduled bank or the State Bank of India in accordance with the prescribed form. (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that, if the same is submitted by the agency on scheduled format I as per GCC. If the same is submitted on the format II as per GCC, then the Performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the RTDC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay RTDC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer- in-Charge.

(iv) Without limitation to the provisions of the rate of the sub clause, whenever the Engineer-in-Charge determines an addition or a reduction to the contract price as a result of a change in cost and /or legislation or as a result of a variation amounting to more than 25 percent of the portion of the contract price.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the RTDC.

(iv) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in-Charge with the approval of Chief General Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Recovery of Security Deposit

Clause 1 A

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit RTDC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value (5% for the works of tendered value less than Rs. 100 lacs and 2.5% for the works of tendered value of Rs. 100 lacs and above.). Such deductions will be made and held by RTDC by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to RTDC as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to RTDC to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by RTDC 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 cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lacs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lacs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 and Clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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

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

Note-3: Note 1 & 2 above shall be applicable for both Clause 1 and 1A

Clause 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per Clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under Clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in Schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

(i) Compensation for delay of work with maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 20 % (twenty percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub Clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. 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), the withheld amount shall be released. In case the contractor fails to make up for the delay in 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.

When Contract can be Determined

Clause 3

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms , inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer-in-Charge without any prejudice to any other

right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-Bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of RTDC shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor

under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of RTDC

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3 A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :

(i)	If the Tendered value of work is up to Rs. 1 Crore	:	15 days.
(ii)	If the Tendered value of work is more than Rs. 1 Crore and upto Rs.10 Crore	:	21 days
(iii)	If the Tendered value of work exceeds Rs. 10 Crore	:	30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Clause 4

Contractor liable to pay compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not 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 by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable,

at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time and Extension for Delay

Clause 5

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of designs as specified in the Schedule 'F' ,

(i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work program shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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

(ii) In case of non submission of construction program by the contractor, within one month of award of work the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such program shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

5.2 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 executing work not forming part of the Contract, or

(vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's 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 use 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub Clause 5.2.

5.3 In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub Clause 5.2 to the extent the delay is covered under sub Clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved program by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised program which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised program.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time Engineer – in- charge after

affording opportunity to the contractor, may give, supported with a program (as specified under Clause5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in Clause 5.2 or Clause 5.3 or Clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Clause 6

Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing 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.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause 7

Payment on intermediate certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs.2 lacs (Two lacs) or less till after he whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs.2 lacs (Two lacs) the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way

of interim payment at such rates as decided by the Engineer-in-Charge.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

Payments in composite Contracts

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Completion Certificate and Completion Plans

Clause 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of

physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Note:- In case the contract value is more than Rs. 100 lacs, the completion shall be to the satisfaction of the Superintending Engineer concerned and the final inspection certificate shall be issued as specified & annexed in schedule F

Clause 8 A

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Clause 9

Payment of Final Bill

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

(a)	If the Tendered value of work is up to 1 Crore	:	2 months
(b)	If the Tendered value of work is more than Rs 1 Crore and upto Rs. 10 Crore	:	3 months
(c)	If the Tendered value of work exceeds Rs. 10 Crore	:	6 months

Payment of Contractor's Bills to Banks

Clause 9A

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions 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; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and; (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-a-vis the Governor of Himachal Pradesh.

Materials to be provided by the Contractor

Clause 10A

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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 shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F. .

Clause 10B

Secured Advance on Materials

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower ,which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

Mobilization advance

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, **(This condition is applicable for the tenders having tendered amount of Rs. 100 Lacs (One Hundred Lacs) and above for the original / new construction works of road , building, & bridges.)** if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Interest & Recovery

(iii) The mobilization advance in (ii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both

days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(iv) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

Payment onAccount of Increase in Prices/ Wages due to Statutory Order(s)

Clause 10C

If after submission of tender, if the price of any material incorporated in the work (excluding the material covered under Clause 10 CA 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 variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

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

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory role and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of Clause 10 CC except the amount of full assessed value of secured Advance.

Payment due to variation in prices of materials after receipt of tender

Clause 10CA

If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Engineer –in -Chief, HP.PWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Engineer –in -Chief HP.PWD as applicable for depots/yards of PSU's or authorized dealers nearest to the concerned Division head quarter in which the work is to be executed and for other places as issued under the authority of Zonal Chief Engineer, HP.PWD and base price of other materials issued by concerned Zonal Chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - CI_O}{CI_O}$$

where,

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as issued under authority of Engineer-in-Chief, HP.PWD or concerned Zonal Chief Engineer and as indicated in Schedule "F". For Projects and Original Works

Q = Quantity of material brought at site for Bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

CIo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the Engineer-in-Chief, HP.PWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of Engineer-in-Chief, HP.PWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause also includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

~~Payment due to Increase / Decrease in Prices/ Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works~~

~~Clause 10CC~~

~~If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in **Schedule F**. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-~~

~~(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.~~

~~(ii) The cost of work on which escalation will be payable shall be reckoned as below :~~

~~(a) Gross value of work done up to this quarter : (A)~~

~~(b) Gross value of work done up to the last quarter : (B)~~

~~(c) Gross value of work done since previous quarter (A-B) (C)~~

(d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)

(e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)

(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)

(g) Advance payment made during this quarter: (G)

(h) Advance payment recovered during this quarter: (H)

(i) Advance payment for which escalation is payable in this Quarter(G-H): (I)

(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, M = C+F+I J

N = 0.85 M

Cost of work for which escalation is applicable:

W = N

(iii) Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be worked as per the formula given below:-

Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$Vm = W \times \frac{Xm}{100} \times \frac{MI - MI_o}{MI_o}$$

Vm = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause10CA) expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorate basis only as cost of extra

work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

Mlo = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

*Note: relevant component only will be applicable.

(v) The following principles shall be followed while working out the indices mentioned in para (iv)above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date completion.

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

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

$$VL = W \times \frac{Y}{100} \times \frac{LI - LI0}{LI0}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period

extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorate basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

LI_o : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub para (vi) above.

(a) The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both 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 is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

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

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work) for compensation under clause 10C, 10CA and 10 CC

~~The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.~~

Clause 10 D

Dismantled Material Govt. Property

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

Clause 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, 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 contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of *Himachal Pradesh Public Works Department* specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12

~~Deviations/ Variations Extent and Pricing~~

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation, Extra Items and Pricing

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in-charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis , after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative) and the contractor shall be paid in accordance with the rates so determined.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For Buildings : All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures : All works up to 1.2 meters above the ground level.

(iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 meters above the ground level.

(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads, all items of excavation and filling including treatment of sub base.

Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

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

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Clause 14

Carrying out part work at risk & cost of Contractor

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of

loss or damage suffered by RTDC because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by RTDC in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by RTDC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to RTDC in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

14- A Insurance

14.1 The Contractor at his cost shall provide insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the GCC for the following events, which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
(d) Personal injury or death.

14.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in Charge for approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

14.3 (a) The Contractor at his cost shall also provide insurance cover from the date of completion to the end of Defects Liability Period, in the amounts and deductibles stated in the GCC for personal injury or death which are due to the Contractor's risks:

14.3 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in Charge for approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees. 14.4Alterations to the terms of insurance shall not be made without the approval of the Engineer in charge.

14.4 Both parties shall comply with any conditions of the insurance policies

Suspension of Work **Clause 15**

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in-Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part.

Clause 16

Action in case Work not done as per Specifications

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

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

the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Clause 17.

Contractor Liable for Damages, defects during defect liability Period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is 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 within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter
may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

RTDC

Clause 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications 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 the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

RTDC

Recovery of Compensation paid to Workmen

Clause 18A

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

Ensuring Payment and Amenities to Workers if Contractor fails

Clause 18B

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, 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 19H or under the HP.PWD Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by HP.PWD Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Labour Laws to be complied by the Contractor

Clause 19

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19B

Payment of Wages

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the HP.PWD Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the H.P. State Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(iv) (a) The Engineer-in-Charge 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 reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labour directly or indirectly employed in the works one day rest for 6 days 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 labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the HP.PWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

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

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of labour contractor and that labour contractor shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the labour contractor from the wage of workmen.

(x) Fair wages shall be applicable as notified by the H.P. Govt. and applicable on the date of opening of the tender as amended by HP Govt. time to time.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per HP.PWD 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 as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

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 laborers employed by him on the work,

(2) their working hours,

(3) the wages paid to them,

(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

(5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Engineer- in- Charge shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Himachal Pradesh Public Works Department and its contractors.

CLAUSE 19F

Maternity Benefit Rules for Female Workers Employed by the Contractor.

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

1. Leave :
   (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
   (ii) in the case of miscarriage - up to 3 weeks from the date of miscarriage.
2. Pay :
   (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
   (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave:
   No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six 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 in Appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the RTDC, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, 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 contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

The contractor(s) shall at his/their own cost provide his/their labour with a 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.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the laborer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

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

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

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

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

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

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

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

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) 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 laborers employed so that arrangements may be made by such Committee/authority for the removal of the excreta.All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

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

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

(viii) 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 contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be

treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Executted Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

Employment of skilled/semi skilled workers

Clause 19K

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the HP.PWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For works costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the HP.PWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Contribution of EPF and ESI

Clause 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Minimum Wages Act to be Complied With

Clause 20

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

Work not to be sublet. Action in case of in solvency

Clause 21

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, 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 agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Governor of Himachal Pradesh shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

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

Changes in firm's Constitution to be Intimated

Clause 23

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 concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

Life Cycle Cost

Clause 24

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by the Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

Settlement of Disputes & Arbitration

Clause 25

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter as per Himachal Pradesh Govt., vide Notification No. PBW(B)F(10)12/2019 dated 09/07/2020 and Notification No. PBW-AF (1)-1/2014 dated 21/12/2019.

Contractor to Indemnify Govt. against Patent Rights

Clause 26

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

Lump sum Provisions in Tender.

Clause 27

When the estimate on which a tender is made includes lump sum in respect of parts of the work, 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 or sums payable to him under the provisions of the clause.

Action where no Specifications are Specified

Clause 28

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Withholding and lien in respect of sum due from Contractor

Clause 29

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the competent authority (as referred in Clause 25 supra) and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

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

Clause 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Clause 29B

Employment of coal mining or controlled area labour not Permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

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

The contractor shall immediately remove any laborer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area laborer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per laborer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area laborer and the number of days for which they worked shall be final and binding upon all parties to this contract.

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

Explanation: Controlled Area means the following areas;

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Water for Works

Clause 30

The contractor(s) shall make his/their own arrangements for 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 purposes to the satisfaction of the Engineer-in-Charge.

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

Alternate water Arrangements

Clause 30A

The contractor shall be allowed to construct temporary wells in Government 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 arrangements 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.

Hire of Plant & Machinery

Clause 31

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work and in the rarest of rare case can be assisted by the Department by providing machinery (if available) on the hire rates as provided in schedule C.

Employment of Technical Staff and employees

Clause 32

Contractors Superintendence, Supervision, Technical Staff & Employees:

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company)is himself / herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Levy/Taxes payable by Contractor

Clause 33

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 34.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of Himchal Pardash and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of contractor.

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

Clause 34

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(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 of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess 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.

Termination of Contract on death of contractor

Clause 35

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the Governor of Himachal Pradesh shall have the option of terminating the contract without levy of compensation to the contractor.

If relative working in RTDC then the contractor not allowed to tender

Clause 36

The contractor shall not be permitted to tender for works in the RTDC (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Chief General Manager and Junior Engineer (both

inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the RTDC/ H.P. Govt.,Department/Corporation/Board etc. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in RTDC for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

Clause 37

No Gazetted Engineer to work as Contractor within Two years of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of H.P. shall work as a contractor or employee of a contractor for a period of Two year after his retirement from government service without the previous permission of Government of Himachal Pradesh in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Himachal Pradesh as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 38

Theoretical consumption of Material

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer, Chief Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation during war like situations

Clause 39

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith 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 warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to 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 the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building 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 such extension of time for its completion as is considered reasonable by the Divisional Officer.

Apprentices Act provisions to be complied with

Clause 40

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the 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 said Act.

Release of Security deposit after labour clearance

Clause 41

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

Clause 42

Jurisdiction in respect of Dispute:-All the disputes regarding contracts shall be subject to the jurisdiction of courts with in the territory of the Himachal Pradesh.

INTEGRITY PACT

To,

Executive Engineer (Civil)

RTDC, US Club Shimla-1

Sub: NIT No. RTDC/WSL UNA /2024/4245 dated 23/11/2026 for the work ***Repair work for working standard laboratory of food supply & consumer affairs at Shimla (HP).***

Dear Sir,

It is hereby declared that RTDC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RTDC.

Yours faithfully

Executive Engineer

RTDC **Contractor**

INTEGRITY PACT

To,

Executive Engineer,

RTDC, US Club Shimla-1

Sub: Submission of Tender for the work of**.**

Dear Sir,

I/We acknowledge that RTDC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by RTDC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RTDC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

RTDC **Contractor**

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of RTDC.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of ..... 20 .....

BETWEEN

RTDC represented through Executive Engineer,

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....

.....
(Name of work)

hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

RTDC Contractor

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the

foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, HP.PWD.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

RTDC Contractor

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 .....

(signature, name and address)

2 .....

(signature, name and address)

Place:

Dated :

RTDC

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(¼ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, 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 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or 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 person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or under cutting shall be done.

6 (a)(i) Call before U Dig:-

a) The contractor to whom the work is awarded and the work involved the digging or excavation and the contractor desiring to dig or excavate in the legal exercise of a right with any property in such a manner as is likely to cause damage to a telegraph infrastructure or to interrupt or interfere with telegraphic communication which has duly placed in accordance with the provision of the Indian Telegraph Act, 1885(13 of 1885) shall give notice to licensee through CBuD app, (within 2 days for emergent works and for other in 10 days) by submitting the information of such digging or excavation, prior to the commencement of digging or excavation.

(b) The information submitted on the CBuD app shall include the name and address of the person exercising legal right, agency details, contact details, date and time of start of the exercise, description and location of the exercise and the reasons for such digging or excavation, as per the relevant fields provided in the mobile application.

(c) The licensee shall, on submission of information in the CBuD application, shall as expeditiously as possible share the details of telegraph infrastructure owned or control or managed by such licensee, falling under or cover along the property with which the persons intends to deal in legal exercise of the right, along with precautionary for coordination in avoiding the dames to the telegraph infrastructure.

(d) The person exercising legal right to dig or excavate shall take appropriate action precautionary measure provided by the licensee.

In case no licensee provides details within the prescribed time as per section 19(A) of the Indian Telegraph Act, 1885(12 of 1885), the person having legal right to dig or excavate shall be free to dig or excavate the property thereafter.

(b) Safety Measures for digging bore holes:-

(i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi) After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. 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:- The following safety equipment shall invariably be provided.

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

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

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

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

(v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and 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. In addition, the contractor shall ensure that the following safety measure are adhered to :-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years 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 precaution should be taken:-

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

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

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

(vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause (viii)(i) of Himachal Pradesh Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

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

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

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

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

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled13 by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of HPPWD.

(viii) HPPWD may require, when necessary medical examination of workers.

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

10. When the work is done near any place where there is risk 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 obtained during the course of the work.

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

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

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

(ii) Every crane driver or 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 scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition 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.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's 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 Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts 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 are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

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

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

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the State.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by RTDC or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Himachal Pradesh Public Works Department in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

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

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

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

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipments.

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.

4. 6 large size sterilized burn dressings.
5. 6 (15 gms) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

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

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

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

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

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. 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.

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

4. DRINKING WATER

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

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

(iii) Every water supply or 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 or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

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

5. WASHING FACILITIES

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES ANDURINALS

(i) Latrines shall be provided in every work place on the following scale namely :-

(a) Where female 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 up to 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 nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole 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” or “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 one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part 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 sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or 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 waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to 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 night 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

levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

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

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

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

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

9. CANTEENS

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

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

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

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

(v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

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

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

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

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

(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as

prescribed in sub-Rule9.

(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

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

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

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

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

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

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

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article 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 the canteen.

(c) The cost of purchase, repairs and replacement of equipments 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 of equipments provided for the canteen.

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

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

HP Contract Labour Regulations

1. SHORT TITLE

These regulations may be called the RTDC Contractors Labour Regulations.

2. DEFINITIONS

(i) Workman means any person employed by RTDC or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Ropeway and Rapid transport system development corporation H.P Ltd. (RTDC) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

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

(b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

(c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

(ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

(iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

(b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

(c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

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

(ii) No wage period shall exceed one month.

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

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

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

(vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.

(vii) All wages shall be paid through Bank or ECS or online transfer.

(viii) Wages shall be paid without any deductions of any kind except those specified by the State Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

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

(x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.

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

(xii) "Certified that the amount shown in column No ..... has been paid to the workman concerned through bank account of labour on ..... at……"

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

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

(a) Fines

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

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

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

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

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

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

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

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

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

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).

(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

(iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

(a) Full particulars of the laborers who met with accident.

(b) Rate of Wages.

(c) Sex.

(d) Age.

(e) Nature of accident and cause of accident.

(f) Time and date of accident.

(g) Date and time when admitted in Hospital.

(h) Date of discharge from the Hospital.

(i) Period of treatment and result of treatment.

(j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

(k) Claim required to be paid under Workmen's Compensation Act.

(l) Date of payment of compensation.

(m) Amount paid with details of the person to whom the same was paid.

(n) Authority by whom the compensation was assessed.

(o) Remarks.

(v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI).

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

(vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971(Appendix-XII).

(vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

(viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

6. ATTENDANCE CARD-CUM-WAGESLIP

(i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII).

(ii) The card shall be valid for each wage period.

(iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

(iv) The card shall remain in possession of the worker during the wage period under reference.

(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

(vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the State Govt. in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by the State Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized 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 been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to laborers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

(i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Superintending Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

(i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

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

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

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

(ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

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

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

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

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

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the State Government on his behalf.

17. SUBMISSIONS OFRETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The State Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

Appendix-I'

REGISTER OF MATERNITY BENEFITS (Clasue19 F)

Name and address of the contractor ----------

Name and location of the work----------

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

Date on which maternity leave commenced and ended

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

Leave pay paid to the employee

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

RTDC Contractor

Appendix'II

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

Name and address of the contractor .....

Name and location of the work .....

1. Name of the woman and her husband's name

2. Designation

3. Date of appointment

4. Date with months and years in which she is employed

5. Date of discharge/dismissal, if any**.**

6. Date of production of certificates in respect of pregnancy.

7. Date on which the woman informs about the expected delivery.

8. Date of delivery /miscarriage/death

9. Date of production of certificate in respect of delivery/miscarriage**.**

10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.

11. Date with amount of subsequent payment of maternity benefit.

12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.

13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.

14. Signature of the contractor authenticating entries in the register.

15. Remarks column for the use of Inspecting Officer.

Appendix'III

Labour Board

Name of work…….

Name of contractor ……

Address of the contractor ……

Address of Department/ Corporation……

Name of. Labour Officer ……..

Address of. Labour Officer ……..

Name of Labour Enforcement Officer……

Address of Labour Enforcement Officer…….

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

Weekly holiday ……..

Wage period ……..

Date of payment of wages …….

Working hours ……..

Rest Interval ……..

Appendix'IV'

Form-XIII (See Rule 75)

Register of Workmen Employed by Contractor

Name and address of contractor…….

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

……..

Name and location of Work……

Name and address of Principal Employer …….

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

RTDC Contractor

Appendix'V'

Form-XVI (See Rule 78 (2)(a))
Muster Roll

Name and address of contractor ……..

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

……..

Name and location of work …….

Name and address of Principal Employer For the Month of fortnight

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

RTDC Contractor

Appendix'VI'

Form-XVII (See Rule 78 (2)(a))
Register of wages

Name and address of contractor ……..

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

……..

Name and location of work …….

Name and address of Principal Employer……wages Period: Monthly/Fortnight

Sl. No.	Name of workman	Serial No. in the register of workman	Designation /Nature of work done	No. of days worked	Units of work done	Daily rate of wages / piece rate	Amount of wages earned					Deduction if any (indicate nature ½	Net amount paid	Signature of thumb impression of the work-man	Initial of contractor of his representative
							Basic wages	Dearness allowance	Overtime	Other cash payments (indicate nature)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Appendix'VII'

Wage Card

Wage Card No.....

Name and address of contractor …… Date of Issue ……

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

Name of workman ..... Month/Fortnight

Rage 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

Signature

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

RTDC Contractor

Appendix'VII'

Form-XIX
[See Rule 78 (2) (b)]

Wages Slip

Name and address of contractor ……..

Name and Father 's/Husband's name of workman .....

Nature and location of work ……

For the week/Fortnight/Month ending ----------

1. No. of days worked …….
2. No. of units worked in case of piece rate workers ……..
3. Rate of daily wages/piece rate……
4. Amount of overtime wages……
5. Gross wages payable……
6. Deduction, if any……..
7. Net Amount of wages paid……

Initials of the contractor or his representative

Appendix'VIII'

Form-XIV
[See Rule 76]

Employment Card

Name and address of contractor .....

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

.....

Name of work and location of work ----------

Name and address of Principal Employer ----------

---

1. Name of the workman ……..

2. Sl. No. in the register of workman employed ……

3. Nature of employment/designation ……..

4. Wage rate (with particulars of unit in case of piecework)……

5. Wage period ……..

6. Tenure of employment……

7. Remarks……..

Signature of the contractor

Appendix'IX'

Form-XV (See Rule 77)
Service Certificate

Name and address of contractor ……

Name and location of work ……

Name and address of workman …….

Age or date of birth ……

Identification marks ……..

Father's/Husband's Name …….

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

……..

Name and address of Principal Employer

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

Signature

Appendix'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of RTDC Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language

1 Willful insubordination or disobedience, whether alone or in combination with other.

2 Theft fraud or dishonesty in connection with the contractors beside a business or property of RTDC

3 Taking or giving bribes or any illegal gratifications

4 Habitual late attendance

5 Drunkenness fighting, riotous or disorderly or indifferent behavior

6 Habitual negligence.

7 Smoking near or around the area where combustible or other materials are locked.

8 Habitual indiscipline.

9 Causing damage to work in the progress or to property of the HP PWD 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, etc.

13 Habitual loss of wage cards supplied by the employees..

14 Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.

15 Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.

16 Making false complaints and/or misleading statements.

17 Engaging on trade within the premises of the establishments.

18 Any unauthorized divulgence of business affairs of the employees.

19 Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.

20 Holding meeting inside the premises without previous sanction of the employers.

21 Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix'XI'

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

Register of Fines

Name and address of contractor .....

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

.....

Name and location of work .....

Name and address of Principal Employer

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

Appendix'XII'

Form-XX (See Rule 78 (2) (d))
Register of Deduction for Damage or Loss

Name and address of contractor ……..

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

……..

Name and location of work ……

Name and address of Principal Employer

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

RTDC Contractor

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

Register of Advances

Name and address of contractor ……..

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

Name and location of work …….

Name and address of Principal Employer

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

Appendix'XIV'

Form-XXIII (See Rule 78 (2) (e))
Register of overtime

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

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

RTDC Contractor

Appendix - XV
(FORM 31)
INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the…… day of ……..20……. BETWEEN
……
(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the GOVERNOR OF HIMACHAL PRADESH (hereinafter called the GOVERNOR which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the Chief General Manager that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Chief General Manager has agreed to advance to the Contractor the sum of Rupees ….. on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .....and Chief General Manager has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the Contractor by the Chief General Manager t (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Chief General Manager and declare as follows: -

(1) That the said sum of Rupees so advanced by the Chief General Manager to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Chief General Manager as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Chief General Manager against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said
agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid

RTDC Contractor

the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the Chief General Manager of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Chief General Manager will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Chief General Manager shall immediately on the happening of such default be repayable by the Contractor to the Chief General Manager together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Chief General Manager in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Chief General Manager to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Chief General Manager of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the GOVERNOR may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Chief General Manager on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Chief General Manager under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said ……and..... by the order and under the direction of the Chief General Manager have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by .....the said contractor in the presence of .....

.....

Signature ……

Witness Name ……..

Address ……

Signed by……..

by the order and direction of the Chief General Manager in the presence of

Signature ……

Witness Name ……..

Address ……..

RTDC

APPENDIX - XVI
(Refer Clause 5)
FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

letter no. and date	Extension granted	
	Months	Days
1st extension		
2nd extension		
3rd extension		
4th extension		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2 and 5.3).

Submitted to the Authority indicated in Schedule F with copy to the Engineer-in-Charge.

Signature of Contractor

Dated .....

Form of Earnest Money Deposit
Bank Guarantee Bond

WHEREAS, contractor (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated ..... (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto..... (Name of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs.....(Rs. in words .....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20. THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE ..... SIGNATURE OF THE BANK

WITNESS ..... SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Form of Performance Security (Guarantee) Bank Guarantee Bond –

Format - I

In consideration of the Governor of Himachal Pradesh (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between…… ……and ..... (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs .....(Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. …….. (Rupees ..... Only) on demand by the Government.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees.....only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the ……..day of ……for… (indicate the name of the Bank).

Form of Performance Security (Guarantee) Bank Guarantee Bond-

Format -II

In consideration of the Governor of Himachal Pradesh (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ……. ……and ..... (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs……..(Rupees .....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We, ...(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.....(Rupees… Only) on demand by the Government.

1. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs…….. (Rupees only)
2. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
3. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
4. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
6. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
7. This guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs…… (Rupees).

PROFORMA OFSCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities

SCHEDULE 'B' *Deleted*

SCHEDULE 'C' (Refer clause 31)

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

Sr No	Description	Hire charges per day per hour	Place of issue
…..	…….	……	
….	……	……..	
….	…….	……	

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work: ***Repair work for working standard laboratory of food civil supply & consumer affairs at Shimla (HP)***

Estimated cost of work: Rs. Rs.25,19,930 /-

(i) Earnest money: Rs. 50,500/-

(ii) Cost of Tender form: Rs. 2,000+ 18% GST = 2,360/-

(iii) Performance Guarantee: 5% for the works having tendered amount of Rs 100 lac and above.

Security Deposit : 5% for the works of tendered value less than Rs. 100 lac and 2.5% for the works of tendered value of Rs. 100 lac and above .

or

2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services/ other work.

SCHEDULE 'F'

GENERAL RULES : Officer inviting tender Executive Engineer (Civil), RTDC.
DIRECTIONS

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below

Definitions:

2(vi)	Engineer-in-Charge	Deputy General Manager
2(viii)	Chief General Manager	…….
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	As per relevant Schedule of rate.
	Standard Schedule of Rates	As per GCC.
2(xi)	Department	Ropeways and Rapid Transport System Development Corporation H.P Ltd.
9(ii)	Standard RTDC Contract Form GCC 2025 RTDC Form 7/ 8 as modified & corrected up to …….	

Clause 1

(i) Time allowed for submission of Performance Guarantee, program chart (Time and progress)and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance..... Before award of work.

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above 10 days

(1 to 15 days to be filled by NIT approving authority)

Clause 2

Authority for fixing compensation under clause 2..... Chief General Manager, RTDC

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below:.....days

Mile stone(s) as per table given below:

Table of Mile Stone (s)

Sr.No.	Description of Milestone(Physical)	Time Allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone.

OR

Sr.No.	Financial Progress	Time Allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone.
1.	1/8th (of whole work)	1/4th (of whole work)	In the event of not achievement the necessary progress as assessed from the running payments, 1% of the tender value of work will be with held for failure of each mile stone.
2.	3/8th (of whole work)	1/2th (of whole work)	-do-
3.	3/4th (of whole work)	3/4th (of whole work)	-do-
4.	Full	Full	-do-

Time allowed for execution _____

Authority to decide:

(i) Extension of time..... Chief General Manager

(ii) Rescheduling of mile stones (Chief General Manager)

(iii) Shifting of date of start in case of delay in handing over of site.....(Executive Engineer)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of award.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment ₹ .....

Clause 7A

Whether clause 7A shall be applicable Yes/No

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans (Chief General Manager)

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

1. ..... 2. ..... 3. .....

4. ..... 5. ..... 6. .....

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable Yes/No

Clause 10C

Component of labour expressed as percent of value of work: =.....%

Clause 10CA Applicable/ Not Applicable :- Not Applicable

Authority to issue base price of materials

S.N.	Materials Covered under this clause:	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its corresponding period of all the Materials covered under clause 10 CA*

1	**Cement**	**Rate of H.P. State Civil supplies Corporation at nearest depot at Division .**	**As per date of opening of tender.**
2	**Reinforcement Bars**	**Rate of SAIL at nearest yard at Division .**	**……do…….**
3	**Structural Steel**	**Rate of SAIL at nears yard at Division .**	**……do…….**
4	**Bitumen**	**Rate of IOC at Pathankot Refinery at Division**	**……do…….**
5.	**Diesel**	**Rate of nearest petrol pump. at Division**	**……do…….**

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

** Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10CC Applicable/ Not Applicable : Not Applicable

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column **36 months ***

Schedule of component of other Materials, Labour etc. for price escalation.

Component of civil (except materials covered under clause 10CA)/Electrical construction value of work. - Component of Labour - expressed as percent of total value of work. Xm.....% Y ..... %

Note : Xm ..... % should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

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

(A) Building Works

	Materials %age	**Labour % age**
1. Load bearing masonry Structures	75.00	25.00
2. RCC framed structures	80.00	20.00

(B) Road Works

1. Earth work (average) Classification	35.00	65.00
2. Retaining /Breast Wall	75.00	25.00
3. Cross drainage / Metalling / Tarring	80.00	20.00

4. For composite works involving Earth work, Retaining structures etc. the percentages of material and labour components shall be worked out on the basis of above percentages by taking their weighted means.

(C) Bridge Works

1. Bridge i/c its components	85.00	15.00

2. For composite bridge works with provision for approach roads, the percentages of materials and labour components shall be worked out from Percentages indicated under

(B) 1 to 4 above (c) 1

* As per Govt. letter No. PBW(B)A(3)1/2020-1 dated 19-08-2023.

Clause 11 Specifications to be followed for execution of work HPPWD/CPWD/MORT&H/MORD/BIS

Clause 12 Authority to decide deviation Chief General Manager

12.2 & 12.3 Deviation Limit beyond which clauses12.2 & 12.3 shall apply for building work 50%

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in HPSR and related items) up to any limit.

(ii) Deviation Limit for items mentioned in earth work Sub head of HPSR and related items up to any limit.

Clause14.3 (a) Amounts and deductibles for insurance are:-

Sr NO.	Item	Minimum cover for insurance	Maximum deductible for insurance
1	**Works, Plants & Materials**	**Equal to contract amount**	**0.4% of contract amount.**
2.	**Loss or damage to Equipment**	**Equal to contract amount**	**0.4% of contract amount.**
3	**Other properties**	**5% of contract amount**	**0.4% of contract amount.**
4	**Personal injury or death insurance (a) For other people**	**15 lac**	
	(b) For Contractor's employees	**In accordance with statutory requirement applicable.**	

Clause 16 Competent Authority for deciding reduced rates….. As per Standing order No. 1/2001 –amendment 2004 dated 27/10/2004 notified by the Govt., of H.P

Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site:

1 ..... 2 ..... 3 .....

4 ..... 5 ..... 6 .....

7 ..... 8 ..... 9 .....

Clause 19C Engineer in Charge .....authority to decide penalty for each default
Clause 19D Engineer in Charge .....authority to decide penalty for each default
Clause 19G Engineer in Charge ..... authority to decide penalty for each default
Clause 19K Engineer in Charge ..... authority to decide penalty for each default

Clause 25

Constitution of Departmental Grievance Redressal Committee as notified by the Govt., of H.P. vides notification No. PBW(B)F(10)12/2019 dated 09/07/2019 and Notification No. PBW-AF(1)-1/2014 dated 21/12/2019.

Clause 32

Requirement of Technical Representative(s) and recovery rate

Sr No.	Minimum qualification of technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made form contractor in the event of not fulfilling provision of clause 32 (i)	
1	For Building & Road Works (up to Rs. 200.00 lac) l.	Diploma Engineer civil/electrical	Principal Technical `	2 years	1	20000	Rs. Twenty Thousand only.
2	For Building & Road Works (works costing more than Rs. 200 lac to 1000 lac.	Graduate Engineer Civil/Electrical	Principal Technical representative	2 years	1	25000	Rs. Twenty Five Thousand only.
3	For Building & Road Works (works costing more than Rs. 1000 lac and above	Graduate Engineer Diploma Engineer Civil/Electrical	Principal Technical representative	5 year (Degree)	1	25000	Rs. Twenty Five Thousand only.
				2 year (Diploma)	1	20000	Rs. Twenty Thousand only.

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of H.P. Schedule of Rates..... as per HPSR 2020 printed by H.P.P.W.D.

(ii) Variations permissible on theoretical quantities:

(a)	Cement	
	For works with estimated cost put to tender not more than Rs. 25 lakh.	3% plus/minus.
	For works with estimated cost put to tender more than Rs. 25 lakh..	2% plus/minus.
(b)	Bitumen All Works	2.5% plus & nil on minus side.
(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus
(d)	All other materials.	Nil

RTDC

Annexure showing quantities of materials for areas of surfacing to be considered for working out minimum period of Road Roller

Sl. No.	Material of surfacing	Quantity or area
1.	Consolidation of earth sub grade	1860 Sq.m
2.	Consolidation of stones soling 15 cm. to 22.5 cm thick	170 Cu.m.
3.	Consolidation of brick soling 10 cm. to 20 cm. thick	230
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 Cu.m.
5.	Consolidation of wearing coat of brick ballast 10 cm. thick	60 Cu.m.
6.	Spreading and consolidation of bajri 6 mm.	1860 Sq.m.
7.	Painting one coat using stone aggregate 12.5 mm nominal size-	
	(a) @ 1.65 m^3 per 100 m^2 and paving bitumen A-90 or S-90 @ 2.25 Kg per m^2	930 Sq.m.
	(b) 1.50 m^3 per 100 m^2 and bitumen emulsion or Road tar @ 2.25 Kg per m^2	930 Sq.m.
8.	Painting two coats using-	
	(a) For first coat, stone aggregate 12.5 mm nominal size: (i) @ 1.50m^3 per 100m^2 with paving bitumen A-90 or S-90 @ 2 Kg per m^2	
	or	
	(ii) @ 1.35m^3 per 100m^2 with bitumen emulsion @ 2 Kg per m^2	
	or	
	(iii) @1.25 m^3 per 100m^2 with road tar @ 2.25 Kg per m^2	600 Sq.m
	(b) For 2nd Coat, stone aggregate 10mm nominal size 0.9 Cum. per 100 Sq.m with-	
	(i) 1kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq.m.or	
	(ii) 1.25 Kg. of road tar, per Sq.m.	600 Sq.m
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 Cum. per 100 Sqm. with-	
	(a) 1Kg. of paving bitumen A-90 or S-90 per Sqm.or	
	(b) 1.25 kg of Bitumen emulsion per Sqm.	1670 Sq.m.
10.	2 cm premix carpet surfacing using 2.4 m^3 of stone aggregate 10 mm nominal size per 100 m^2 and binder including tack coat, the binder being hot cut back bitumen or	
	bitumen emulsion specified quantities.	930 Sq.m.
11.	2.5 cm. premix carpet surfacing using 3m^3 of stone aggregate 10 mm nominal size per 100 m^2 and binder including tack coat, the binder being hot cut back Bitumenor	
	bitumen emulsion in specified quantities.	930 S q.m.
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100 m^2 and coarse sand 1.9 Cu.m. per 100 m^2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.
13.	4 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100 m^2 and coarse sand 2.4 Cu.m per	
	100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen	370 Sq.m.
14.	6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60 % 40 mm.	

	nominal size and 40% 25mm nominal size) per 100 Sq.m. and coarse sand 2.9 Cu.m.	
	per100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m	230 Sqm

Sl. No.	**Material of surfacing**	**Quantity or area**
15.	7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm nominal size and 40% 40 mm nominal size)per 100 Sq.m. and coarse sand 3.65 Cu.m.per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sqm
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size, 40%10 mm nominal size)per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.
17.	4cm bitumastic sheet, using stone aggregate 2.6 Cu.m. (60%12.5mm nominal size 40%10 mm nominal size) per 100 Sq.m., coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot bitumen.	560 Sqm
18.	Laying full grouted surface using stone aggregate 40 mm nominal size 6.10Cu.m. per 100 Sq.m. with binder, binding with 20mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07Cu.m. per 100 Sq.m., the binder being hot bitumen or tar as specified.	460 Sqm
19.	Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 sq.m. groutin with binder, with stone grit 20 mm to to 12.5 mm nominal size, 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size 1.07 cu.m /100 Sqm	370 Sqm
20.	4cm. thick premix macadum surfacing using stone aggregate 25mm nominal size 4.57 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m.per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size. 1.07 Cu.m. per 100 Sq.m.	560 Sq.m.
21.	5cm thick premix macadum surfacing with stone aggregate 25 mm nominal size, 6.10 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate10mm nominal size 1.07 Cu.m. per 100 Sq.m	460 Sq.m.

(Refer clause No. 10 A)

(i) LIST OF PREFERRED MAKES FOR MATERIAL FOR CIVIL / SANITARY WORKS

Sl. No.	Material	Preferred make
CIVIL ITEMS		
1.	(i) Ordinary Portland/Portland Pozzolona Cement (Grey) (43Grade)	ACC, L&T, Gujarat Ambuja, Vikram,Birla, JK Cement, JP Rewa., Shree, J.K. Lakshmi, M/sBinani Cement, Ultra tech
	(ii) White Cement	Birla White / J. K. White
2.	Reinforcement Steel	SAIL, TISCO, RINL, JINDAL PANTHER of (JSPL)", Shyam Steel, ELEGANT of (SI & PL)
3.	Veneered Particle Board	Novapan, Kitply, Anchor, National, Archidply, Action Tesa, Green.
4.	Laminated Particle Board	Novapan, Kitply, National, Archidply, Action Tesa, Green.
5.	Commercial Board, Ply wood, Veneered ply.	Novapan, Kitply, National, Archidply, Action Tesa, Green.
6.	Flush door shutters	Kutty Flushdoor, Kitply Industries (Swastik) Jawala, Samrat Laminate Pvt. Ltd. (Samrat) CNC Commercial Ltd.(Shivalik), SR Jindal Ply Wood Industries (Prima), Archidply, GEE door (Century) Kandran, Euro.
7.	Steel Windows/Pressed Steel frames	San Harvic, Steelman Industries, PD Industries, Metal Windows, Chandni Industries, Ganpati Udyog (Rajpura).
8.	Water Proofing Compound	Fosroc, Cico, Pidilite. Impermo by M/S.Snowcem, Sika
9.	M.S. Pipe	Tata, Jindal (Hisar), Parkash Steel Tubes, Bhushan Industries.
10.	PVC Pipe & Fittings	Supreme, AKG, Finolex, Prince, Kisan, SFMC, Diplast, Vectus.
11.	Acrylic Distemper	Nerolac , Berger (Bison Acrylic) Asian Paints (Tractor, Acrylic), Shalimar.
12.	Dry Distemper	Berger (Castle), JENSON & NICHOLSON (J&N), Golden,Paints Aqualac.
13.	Synthetic Enamel Paint	ICI (Dulux Gloss), Nerolac, Berger (Luxol High Gloss), Asian Paints (Premium Apcolite Gloss), Shalimar.
14.	Steel Primer	ICI, Nerolac, Berger, Asian Paints, Shalimar.
15.	Wood Primer	ICI, Nerolac, Berger, Asian Paints, Shalimar.

16.	Mosaic tiles/Chequed tiles	NITCO, Modern, NTC,GICO
17.	Ceramic/glazed Tiles	Kajaria, NITCO, Somany, Orient, RAK, Johnson & Johnson
18.	Vetrified Tiles	Kajaria, NITCO, Somany, Orient, RAK, Johnson & Johnson
19.	Dash / Anchoring Fasteners	HILTI / Fischer
20.	Nuts / Bolts & Screws	GKW, Atul
21.	Stainless Steel Sink (Out of Salem, Steel only)	AMC, UNIK, DIAMOND
22.	Glass Mosaic Tiles	ITALIA, OPIO, NTC, GICO
23.	Aluminium Sections	Hindalco, Jindal, Indian Aluminium CO
24.	Grouting Compound	Endura, Pidilite, Laticrete.
25.	Glass panes (Float Glass)	Modi Float, Saint Gobind, Aashai
26.	Admixtures	Fosroc, MBT, Sika, CICO, Asian
27.	Ready Made Concrete (RMC)	M/s L&T Concrete, Associate Concrete, J.K.Lakshmi Ultra Teck or having Plant of Minimum capacity of 60 cum/ and turn over should be minimum Rs. One Crore per month or 4000 cum/ month from last one year up to Proceeding month of opening of tender.
28.	PVC flooring (Designer)	L.G.
29.	PVC flooring (monolithic)	Wonderfloor, Royal House, Tusker
30.	PVC flooring (antistatic)	Wonderfloor, Royal House
31.	HDF flooring	Krono (original), Action Tesa, Armstrong, Euro.
32.	Pre-painted roofing sheets (Corrugated/Plain)	TATA Durashine
33.	C.G.I./P.G.I. sheets	TATA
34.	Polycarbonate sheets.	Lexun,Duratuff.
35.	Explosives	From authorised dealer. The contractor is responsible to fulfil all codal formalities for obtaining licence for explosive and magazine etc.
36.	Bitumen products i.e. Bitumen, Emulsion etc.	Manufactured or in collaboration in with IOC, HPCL, BP.Road Tech Asphalt Technology Pvt,Ltd,OOMS Polymer Modified Pvt.Ltd. M/S Supereme Tar Product village Harisinghpura, Tehsil Gharaunda,Distt.Karnal-132114(H.R)
37.	Interlocking Paver Blocks	Ashok Panjla Tiles,Pooja Concrete Fabricator

38.	False Ceiling & Acoustical wall paneling	Gyptech Systems Pvt., Ltd.
PUBLIC HEALTH ITEMS		
1.	Float Valve	IVC, Leader, Prayag.
2.	Vitreous China Sanitary Ware	Parryware, Hindware Sanitaryware, Neycer, Cera.
3.	Plastic seat cover of W.C	Commander, Diplomat, Hindware,Admiral, Cera
4.	PVC Flushing cistern	Commander, Coral, Hindware (Slimline), Hindustan, Cera
5.	CP Fittings/Mixer Pillar taps Washers, Crabtree, NOVA EXCEL	Kingston, Gem, Parko, Techno, JAL, ESS ESS. JAQUAR, Seiko.
6.	CP Accessories	Kingston, Gem, Parko, Techno, JAL, ESS ESS. JAQUAR, Seiko.
7.	Centrifugally Cast (spun) Iron Pipes	NECO, M/s Anand Founders & Engineers, or any other & fittings B.I.S marked product.
8.	Centrifugally Cast (spun) Iron Pipes	Eleecto Steel, Kesoram. (Class LA).
9.	G.I. Pipes	B.S.T., Jindal (Hissar), Tata Steel Tubes Ltd., Prakash Surya
10.	G.I. Fittings	Unik, KS, AMCO, AVR, NVR, RR, SUW
11.	Gun metal Valves	Leader, Zoloto, Kilburn, CIM, Valves,Sant
12.	Brass stop & Bib Cock	Zoloto, Sant, L&K, Leader.
13.	Stoneware pipes & Gully traps	Prefect, Hind or ISI marked S.W. Pipes.
14.	Mirror Glass	Atul, Modi Guard, Golden Fish
15.	Glazed Fire Clay Kitchen Sink	PAMINI, SANFIRE, RKCP.
16.	Stainless Steel Sink (304 grade 5.5)	AMC, UNIK, DIAMOND, Neelkanth.
17.	Pumps	Serex, Kirloskar, Worthington, Crompton
18.	Pressure Gauge	Febic, H.Guru.
19.	Sluice Valve/ Non return valve	Zoloto, BIR, Leader, Kartar
20.	Electric Cables (Submersible)	Finolex, Havells
21.	Main Switch	Havells, Standard, Crompton
22.	MCCB/ELCCB/Shut-Cabacter	L&T, ABB, Siemens, GE, Havells
23.	Metering Equipments	AE/L&T/BCH
24.	On-Off Sleetor	L&T/BCH.
25.	PTMT Bath fittings	Prayag
26.	PTMT Bath Accessories	Prayag, Viking
27.	PVC- Al. Composite pipe	Kitech
28.	PVC pipe and accessories	Finolex,vectus.

(as per approval of Govt. vide letter No. PBW(B)C(17)2/2012 dated 07/08/2018)
The rates of daily wages in respect of various categories of daily wages engaged in various Department in H.P. are revised as shown in Annexure-I. The per hour rate of part-time workers is also revised from Rs. 17.00 per hour to Rs.19.00 per hour w.e.f. 1st September, 2012.

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

EMPLOYMENT IN CONSTRUCTING / MAINTENANCE OF ROADS OR IN BUILDING OPERATIONS STONE BREAKING OF IN STONE CRUSHING. PAYMENT OF WAGES TO LABOURERS. Vide Letter No. FIN- (PR) B (7) - 33/2010 Dated Shimla-171002, the 4-3-2024.

No. FIN-(PR)B(7)-33/2010
Government of Himachal Pradesh
Finance(Pay-Revision) Department

From

The Principal Secretary (Finance) to the
Government of Himachal Pradesh.

To

1. **All the Administrative Secretaries to the Government of Himachal Pradesh.**
2. **All the Head of Departments in Himachal Pradesh.**
3. **All the Divisional Commissioners/Deputy Commissioners in Himachal Pradesh.**

Dated: Shimla-171002, the 04th March, 2024.

Subject: **Revision of rates of wages of daily wage workers and workers engaged on part time basis in Himachal Pradesh.**

Sir/ Madam,

In partial modification of this Department's letter of even number dated: 04th May, 2023, on the subject cited above, I am directed to say that the rates of daily wages in respect of various categories of workers engaged on daily wages in Himachal Pradesh are revised w.e.f. 1st April, 2024, as shown in **Annexure-"A".**

2. The per hour rate of part-time workers is also revised to **₹50 per hour** w.e.f. **1st April, 2024**.

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

4. These rates will be applicable to all those working in various Government Departments. As far as the PSUs/Universities/ Autonomous

Continued Page No. 2.

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Bodies / Boards, etc. are concerned, these enhanced rates may be made applicable after decision by these PSUs/ Universities/ Autonomous Bodies/ Boards etc. considering the availability of resources in their organizations.

Yours faithfully,

04/03/2024

{Rajender Sharma}
Joint Secretary (Finance) to the Government of Himachal Pradesh.

Endst. No. As above. Dated: Shimla-171002, the 04th **March, 2024.**

Copy forwarded to the following for information and necessary action:-

1. The Principal Accountant General (Audit), Himachal Pradesh, Shimla-3.
2. The Accountant General (A&E), H.P., Shimla-171003.
3. The Registrar General, High Court of Himachal Pradesh, Shimla-1.
4. The Resident Commissioner, H.P., Himachal Bhawan, Sikandra Road, New Delhi-110001.
5. The Secretary, H.P. Vidhan Sabha, Shimla-171004.
6. The Secretary, H.P. Public Service Commission, Nigam Vihar, Shimla-2.
7. The Resident Commissioner, Pangi, District Chamba, Himachal Pradesh.
8. All District Treasury Officers/ Treasury Officers in Himachal Pradesh.
9. All Sections of Finance Department, H.P. Secretariat.

04/03/2024

{Rajender Sharma}
Joint Secretary (Finance) to the Government of Himachal Pradesh.

Annexure-"A"

Sr. No.		Designation	Revised Per Day Rate Effective From 1st April, 2024 (In ₹)
A.	1.	Beldar (Mazdoor)/ Casual labourer	400.00
	2.	Mate	
	3.	Cook	
	4.	Mali	
	5.	T. Mate (Electrical)	
	6.	Chowkidar	
	7.	Helper	
	8.	Sweeper	
	9.	Cleaner Sewereman	
	10.	Khalasi	
	11.	Electrical Beldar	
	12.	Bhisti	
	13.	Store Attendant	
	14.	Laboratory Attendant (Under Matric)	
	15.	Pump Attendant	
	16.	Boat Man	
	17.	Process Server	
	18.	Whiter Washer	
	19.	Syce	
	20.	Peon	
	21.	Frash	
	22.	Chainman	
	23.	Unskilled Labourer	
	24.	Quarry Man	
	25.	Jumper Man	
	26.	Driller	
	27.	Sprayman	
	28.	Assistant Saw Mill Operator	
	29.	Feller (Garani)	
	30.	Logger Dresser (Pachani)	
	31.	Climber (Looper)	
	32.	Zoo Animal Attendant	
	33.	Fire Watcher	
	34.	Grinder for Chips Flooring	
	35.	Calliperman	
	36.	Miscellaneous Labourer	
	37.	Charcoal Burning Labourer	
	38.	Pipe Lineman	
	39.	Survey Khalasi	
	40.	Bill Distributor	
	41.	Ferro Khalasi	
	42.	Water Guard	
	43.	Stone Dresser Keyman	

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	44.	Assistant Fitter	400.00
	45.	Valueman	
	46.	Library Attendant (Class-IV)	
	47.	Luskar	
	48.	Gauge Reader	
	49.	Dhobi	
	50.	Dai	
	51.	Hostel Attendant	
B.	52.	Upholster	415.00
	53.	Fireman	
	54.	Pump Operator-cum-Helper	
	55.	Plumber 2nd Class	
	56.	Field Assistant-cum- Operator	
	57.	Carpenter (Grade-IV)	
C.	58.	Painter 2nd Class	419.00
	59.	White Washer	
	60.	Bar Binder	
	61.	Sawyer (Charani)	
	62.	Muleteer	
D.	63.	Caneman	434.00
E.	64.	Security Guard	437.00
F.	65.	Telephone Attendant	452.00
	66.	Electrical Mistry	
	67.	Refrigerator Mechanic	
	68.	Fitter Grade-II	
	69.	Fitter Grade-I	
	70.	Turner	
	71.	Fitter Structural	
	72.	Black Smith	
	73.	Welder	
	74.	Mechanic	
	75.	Electrical Chargeman	
	76.	Pump Operator	
	77.	Sand Plant Operator	
	78.	Driver Oxygen Plant	
	79.	Hot Mix Plant Operator	
	80.	Plumber Grade-II	
	81.	Plumber Grade-I	
	82.	Mason Grade-II	
	83.	Mason Grade-III	
	84.	Painter Grade-I	
	85.	Blastman Grade-II	

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	86.	Floor Finisher	452.00
	87.	Pipe Fitter Grade-II	
	88.	Mortar Mate Grade-I	
	89.	Earth Work Mistry	
	90.	Work Inspector	
	91.	Ferry Inspector	
	92.	Store Munshi	
	93.	Forest Guard	
	94.	Receptionist	
	95.	Lab Assistant	
	96.	Electrician-II	
	97.	Electrician Auto	
	98.	Air Compressor Operator	
	99.	Operator	
	100.	Carpenter Grade-III	
	101.	Complaint Clerk	
	102.	Assistant Operator	
	103.	General Operator	
	104.	Telephone Operator	
	105.	Road Inspector	
	106.	Work Supervisor	
	107.	Store Clerk	
	108.	Store Keeper	
	109.	Water Works Clerk	
	110.	Patwari	
	111.	Cinema Projector Operator	
	112.	Computer	
	113.	Plumber	
	114.	Data Entry Operator	
	115.	Tailor	
	116.	Clerk	
	117.	Saw Mill Operator	
	118.	Work Mistry	
	119.	Wireman	
	120.	Assistant Pump Operator	
	121.	Price Store Ledger Clerk	
	122.	Bill Clerk	
	123.	Meter Reader	
	124.	Assistant Store Keeper	
	125.	Laboratory Technician	
	126.	Instrument Mechanic	
	127.	Fitter Mechanic	
	128.	Loader Operator	
	129.	Chargeman	
	130.	Gatekeeper	
	131.	Steno-typist	

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	132.	Library Assistant	452.00
	133.	Book Binder	
	134.	Tabla Master	
	135.	Dark Room Assistant	
	136.	Library Attendant (Class-III)	
	137.	Canal Inspector	
	130.	Irrigation Booking Clerk	
	139.	Complaint Attendant	
	140.	Ferro Printer	
	141.	Proof Reader	
	142.	Photographer	
	143.	Ledger Booking Clerk	
	144.	Laboratory Attendants (Matriculate)	
	145.	Conductor	
G.	146.	Driver (Tractor/Jeep/Car/Truck/ Buldozer/ Road Roller)	469.00
	147.	Driver Shawal	
	148.	Stone Chisler	
	149.	Carpenter 2nd Class (Forest Department)	
	150.	Mason 2nd Class (Forest Department)	
	151.	Painter 1st Class (Forest Department)	
	152.	Distemperer (Forest Department)	
	153.	Lineman	
H.	154.	Junior Draftsman (Tracers)	551.00
	155.	Junior Scale Steno	
	156.	Agriculture Extension Officer	
	157.	Ship Modeling Instructor	
	158.	Surveyor	
	159.	Electrician Grade-I	
	160.	Driller	
	161.	Assistant Driller	
	162.	Pipe Fitter Grade-I	
	163.	Mason Grade-IV	
	164.	Diesel Auto Mechanic	
	165.	Black Smith Grade-IV	
	166.	Carpenter Grade-II	
	167.	Junior Tailoring Mistress	
	168.	Mason 1st Class (Forest Department)	
	169.	Carpenter Grade-I	
	170.	Assistant Chemist	
	171.	Foreman	
	172.	Assistant Foreman	
	173.	Carpenter (1st Class) (Forest Department)	

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I.	174.	Investigators	588.00
	175.	Auction Recorder	
	176.	Computer Operator	
J.	177.	Instructors	626.00
K.	178.	Junior Engineer	663.00
	179.	Draftsman	
	180.	Draftsman (Arch. Wing)	
	181.	Coach	
L.	182.	Hydro Geologist	739.00

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Final Inspection Certificate (Refer Clause 8)

Final Inspection Certificate

That , I Sh.....Chief General Manager, RTDC have inspected on date…….The work ……. …… costing to Rs. ……..., awarded to Sh.……. For Rs……. vide Executive Engineer letter No. …… dated…….... …… Agreement No…….. having stipulated date of completion as ……., and observed that the said work has been broadly completed/ nearing completion as per provision of DPR/ contract (except some variation/changes which were just necessary to secure proper completion of work) and the quality of the work is good/satisfactory. No items of the work have been unfairly /unnecessarily exceeded/ reduced/ added/deleted and approve for accepting completion of work and finalization of the bill.

Chief General Manager
RTDC

RTDC

Annexure I

Provisions Required to be Included in the Joint Venture Agreement

1. If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture.

2. In the event of default by any partner, in the execution of his part of the Contract, the Engineer–in-Charge shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Engineer –in-Charge to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Engineer –in-Charge under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor; and the Engineer –in-Charge will take action under the Conditions of Contract.

3. Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Engineer –in-Charge as mentioned in GCC all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

4. A certified copy of the power of attorney in favour of the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

    a. Name, style and Project(s) specific JV with Head Office address.
    b. Extent (or Equity) of participation of each party in the JV.
    c. Commitment of each party to furnish the Bond money (i.e. Bid Security, Performance Security and security for Mobilization advance) to the extent of his participation in the JV.
    d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement).
    e. Working Capital arrangement of JV.
    f. Operation of separate Bank account in the name of JV to be

operated by at least one foreign partner and one local partner in case of JV where foreign partners are involved. In case of JV among local partners, both the partners are required to operate.

g. Provision for cure in case of non-performance of responsibility by any party of the JV.

h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.

i. Management Structure of JV with details.

j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.

k. Parties/firms committing themselves to the Engineer –in-Charge for jointly and severally responsible for the intended works.

l. The Power of Attorney shall be duly notarized.

m. Any other relevant details.

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Schedule –F, (Clause 18 of GCC)

Detail of Machinery

Up gradation of Roads

Kms	HMP	Paver/ Finisher	Tipper	Tar Boiler with Sprayer	Mixer	Vibrator	Road Roller	Air compressor
Upto 10 kms	3 TPH or above	1	1	1	1	1	1	1
More than 10 kms upto 20 kms	10 TPH or above	1	2	1	2	2	2	1
More than 20 kms	30 TPH or above	1	4	2	3	3	2	1

New Roads

Kms	Tipper	Excavator		Mixer	Vibrator	Air compressor	Road Roller
		Front end loader with backhoe	Or Showel (min.1 cum bucket)				
Upto 10 kms	1	1	1	1	1	2	1
More than 10 kms upto 20 kms	2	2	1	2	2	3	1
More than 20 kms	4	3	2	3	3	4	1

Periodic Maintenance

Kms	HMP	Paver/Finisher	Tipper	Tar Boiler with Sprayer	Mixer	Vibrator	Road Roller	Air Compressor
Upto 3 kms	3 TPH or above	1	1	1			1	1
More than 3 kms upto 20 kms	10 TPH or above	1	2	1	2	2	2	1
More than 20 kms	30 TPH or above	1	4	2	3	3	2	1

Buildings

Contract Amount	Hoist	Tipper	Shuttering	Mixer	Vibrator
Upto Rs 30 lacs	---	--	50 sqm	1	1
Costing Rs 30 lacs to Rs 1 crore	---	1	200 sqm	2	2
Costing more than Rs 1 crore	1	2	300 sqm	2	3

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(**GCC Clause 10 A)**

(i) List of Equipments for Building Works

Sr No	List of Equipments for quality Control	Building up to Rs 30.00 lacs	Building up to Rs 30.00 lacs to 100.00 lacs	Building above Rs 100.00 lacs
1.	Aggregates Gradation & strength			
	a. Sieve set for Course & Fine aggregates	1 No set	1 No set	1 No set
	b. Impact test Apparatus	--	1 No set	1 No set
2.	Slump test apparatus for workability of concrete	1 No set	1 No set	1 No set
3.	150mmx150mm150mm test cubes moulds	3 No	6 No	12 No
4.	Weighing machine	1 No	1 No	1 No
5.	Cube Testing machine	--	--	1 No

Note:

(a) For works costing more than Rs 100 lacs the bidder shall set up field test lab with above mentioned equipments with in fifteen days of award letter. In case this is not provided at site Rs. 25000/- shall be withheld from his bills and shall be released only after necessary equipments are provided by the contractor. During that period the test shall be got conducted in the dept. Lab and the expenditure shall be deducted from the contractors bill. Non compliance of this provision shall entail forfeiture of the withheld amount of Rs. 25000/-.

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

(**GCC Clause 10 A)**

LIST OF LABORATORY EQUIPMENTS FOR ROAD WORKS ABOVE Rs 100.00 lacs			
S.No.	**Laboratory Equipment Required**	**Quantity Required for New connectivity Roads**	**Quantity required for M/T of Roads**
1	Post Hole Auger with Extensions	**One set**	
2	Digging tools like pickaxe, shovel, etc	**One set**	
3	IS Sieves Nos. with lid and pan (90mm, 80mm, 63mm, 53mm, 45mm, 27.5mm, 26.5mm, 19mm, 13.2mm,11.2mm, 9.5mm, 37.5mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 micron, 425 micron, 300 micron, 150 micron, 180 micron, 90 micron and 75 micron 42)	**One set**	**One set**
4	Standard Proctor Density Test Apparatus with rammer	**One set**	
5	Sand Pouring Cylinder with tray complete for field density	**One set**	
6	Core Cutter (10cm dia), 10cm/15cm height complete with dolly and hammer	**One set**	
7	Speedy moisture meter complete with chemicals	**One set**	
8	Straight Edges	**Two no**	
9	Digital Thermometers		**Three No**
10	Liquid Limit and plastic limit testing apparatus complete with One set water bottle and glass wares	**One set**	
11	Gas burner, sand bath	**One set**	
12	Camber Board	**Two set**	
13	Electronic/digital balance 1 kg with the least count of 0.01 gm	**One set**	**One set**
14	Electronic/digital balance 5 Kg	**One set**	**One set**
15	Pan balance with weight Box, 5 Kg	**One set**	**One set**
16	Oven (ambient to200^{0}C)	**One no.**	
17	Water bath (ambient to100^{0}C)	**One set**	
18	Bitumen extraction apparatus		**One set**
19	Penetration apparatus (Bitumen)		**One set**
20	Enamelled tray		**One set**
21	Measuring taps, spatula, glassware, porcelain dish, pestle mortar	**One set**	
22	Trays for measurement of tack coat quantity		**Three No**
23	Slump cone	**Two No**	
24	Aggregate Impact Value Apparatus	**One Set**	
25	Cube Mould (150X150X150) mm	**Six No.**	
26	Water Absorption test Apparatus	**One Set**	
27	Thickness Gauge	**One No.**	

Note:

(a) For works costing more than Rs 100 lacs the bidder shall set up field test lab with above mentioned equipments with in fifteen days of award letter. In case this is not provided at site Rs. 25000/- shall be withheld from his bills and shall be released only after necessary

equipments are provided by the contractor. During that period the test shall be got conducted in the dept. Lab and the expenditure shall be deducted from the contractors bill. Non compliance of this provision shall entail forfeiture of the withheld amount of Rs 25000/-.

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

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

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