

# **GOVERNMENT OF HIMACHAL PRADESH**

## **DEPARTMENT OF TOURISM & CIVIL AVIATION**

### **KASUMPATI SHIMLA - 9**



### **TENDER DOCUMENT**

**NAME OF WORK:-** Construction of Proposed Heliport at Shimla, Department of Tourism and Civil Aviation, (H.P.)

**Estimated cost:-** Rs. 5,28,41,007.00

**Earnest money:-** Rs. 5.00 lacs

**Time:-** Eighteen months

## **Evaluation and Qualification Criteria**

## 1 Pending Litigation

Pending Litigation criterion shall apply.

### 1.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than <b>Fifty (50)</b> percent of the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

## 2 Financial Requirements

### 2.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>Three years</b> to demonstrate the current soundness of the Bidders financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

### 2.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of <b>INR 6.00 Crores</b> , calculated as total certified payments received for contracts in progress or completed, within the last <b>three</b> years (2014-15,2015-16,2016-17).	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

## 2.3 Financial Resources Requirement

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Using Forms FIN-3 and FIN-4 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets <sup>1</sup> , lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's financial resources requirement indicated in Form FIN-4.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 3 and Form FIN – 4

<sup>1</sup> *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.*

### 3 Construction Experience

#### 3.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in contracts of similar nature (building / hotel) either one work of INR 5.00 Crores or two works of INR 2.5 Crores each in last 3 (Three years) (2014-15,2015-16,2016-17) that have been successfully completed. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics.	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP -1

# Personnel Requirements

Using Form PER-1 and PER-2 (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following requirements:

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

S.N	Position with minimum qualification	Requirement	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager (Degree in Civil Engineering)	One	5 years	3 years
2	Quality Control / Quality Assurance Engineer (Degree in Civil Engineering)	One	5 years	3 years
3	Site Engineer (Diploma in Civil Engg)	One	3 Years	3 years
4	Site Supervisor	Two	5 years	3 years

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in 'Bidding Forms' for each personnel.

# Equipment Requirements

Using Form EQU in Bidding Forms, the Bidder must demonstrate it has the key equipment listed below:

The Bidder must demonstrate that it has the following key equipment listed hereafter:

S.N.	Equipment Type and Characteristics	Min. Number Required
1	JCB/ Excavators & loader /Earth Mover	Two nos.
2	Concrete Batching & Mixing Plant	One no.
3	Concrete Mixers (Large Sized)	Two nos.
4	Needle Vibrators (mix sizes)	Four nos.
5	Diesel Generators (15KVA)	One nos.
6	Water Tankers with Tractors (Minimum 3KL Capacity)	One nos.
7	Welding Machines	Two sets
8	Concrete test moulds (size 150X150X150mm)	8 nos.
9	Laboratory testing equipment for concrete	One set
10	Compression testing equipment	One no.
11	Total Station	One no.
12	Truck / Tippers	Four no.
13	Mild Steel Plate Shuttering	1000 Sqm.
14	Road Roller 9T	One No.
15	Bitumen paver (with sensor)	One No.
16	Boiler for spraying tack coat	One No.

\* Bidders shall give the proof of ownership details of plant / lease agreement

The Bidder shall provide further details of proposed items of equipment using the relevant Form in (Bidding Forms).



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## **Bidding Forms**

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# Technical Proposal

**Personnel**

**Equipment**

**Mobilization Schedule**

**Construction Schedule**

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**Technical Proposal - Personnel**

**Form PER – 1: Proposed Personnel**

Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5	Title of position*
	Name
6	Title of position*
	Name

## Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below.

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

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## Technical Proposal - Equipment

### Form EQU: Equipment

1. The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements (as given in Evaluation Criteria), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity</b>	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b>	
	<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

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## **Technical Proposal – Mobilization Schedule**

## **Technical Proposal – Construction Schedule**

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**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b>  <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above  <input type="checkbox"/> 2. Authorization to represent the firm or JV named in above  <input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement  <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above	

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**Form ELI - 2: JV Information Sheet**

Each member of a JV and Specialist Subcontractor must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Specialist Subcontractor's legal name	
JV Partner's or Specialist Subcontractor's country of constitution	
JV Partner's or Specialist Subcontractor's year of constitution	
JV Partner's or Specialist Subcontractor's legal address in country of constitution	
JV Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above <input type="checkbox"/> 2. Authorization to represent the firm named above <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law	

Specialist Subcontractor is a specialist Enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.



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**Form LIT – 1: Pending Litigation and Arbitration**

Each Bidder or member of a JV must fill in this form (Evaluation Criteria).

Pending Litigation and Arbitration			
<b>Choose one of the following:</b>			
<input type="checkbox"/> No pending litigation and arbitration.			
<input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth

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**Form FIN - 1: Historical Financial Performance**

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [Indian Rupees]		
Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17

**Information from Balance Sheet**

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- Unless otherwise required by the Bidding Document, all such documents reflect the financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN - 2: Average Annual Construction Turnover**

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed.

Annual Turnover Data for the Last three years (Construction only)		
S.N.	Financial Year	Amount (Indian Rupees)
Average Annual Construction Turnover		

In case of Joint Venture, all the partners of the JV shall provide the information for the same financial periods.

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**Form FIN – 3: Availability of Financial Resources**

Specify proposed sources of financing, such as liquid assets<sup>1</sup>, lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin – 4.

Financial Resources		
No.	Source of financing	Amount (INR)
1		
2		
3		

<sup>1</sup> *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

- **The available financial resources in the form of bank limits shall be supported with proof of such documents. e.g. Bank Letter**
- **Bidders shall provide breakdown of information on amounts claimed as financial resources (liquid assets) matching them with the balance sheets**

#### Form FIN- 4: Financial Resources Requirement

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder's (or each JV partner's) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Financial Resources Requirement						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A) <sup>1</sup>	Outstanding Contract Value (B) <sup>2</sup>	Monthly Financial Resources Requirement (B / A)
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for Current Contract Commitments <sup>3</sup>						INR .....
B. Financial Resources Requirement for Subject Contract (Employer to specify)						INR 1.02 Crores
Financial Resources Requirement (Sum of A and B)						INR .....

<sup>1</sup> Remaining contract period to be calculated from 28 days prior to bid submission deadline.

<sup>2</sup> Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

<sup>3</sup> Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

Estimated Contract Value (Inclusive of Taxes and Duties)  
Completion Period in Months

Bidders must submit an 'Undertaking' saying that all the information provided with the bid documents are true and correct.

The bidders shall also submit the certified copies from Employer / Engineer in Charge of the Work in support of information provided in the Table.

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**Form EXP – 1: Contracts of Similar Size and Nature**

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No. . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Contracts that have been successfully completed within the last Three (3) years 2014-15,2015-16,2016-17 and that are similar to the proposed works, where the value of the Bidder's participation exceeds <b>INR 5.00 Crores (in case of single project) and INR 2.5 Crores each (in case of two projects)</b> . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics.		

**The bidder has to submit the certified copies from Employer / Engineer in Charge of the Work.**

## **Himachal Pradesh Tourism & Civil Aviation**

### **Percentage rate /item rate tender & contract Index**

Sr.No	Details	Page
1.	Instructions for use of Standard form	2
2.	Tender form 7/8	3-5
	(i) General rules and directions	6-9
	(ii) Conditions of contract	10-12
	(iii) clauses of contract	13-39
	(iv) Tourism & Civil Aviation safety code	40-42
	(v) Model rules	43-46
	(vi) Contractors Labour regulations	47-52
	(vii) Performa of registers	53-65
	(viii) Performa of Schedules	66-73
	(ix)Form of performance Security	74-75
	(x) Evaluation and qualification criteria	
	(xi) bidding forms	

## **INSTRUCTIONS FOR USE OF STANDARD FORM**

**1. COST OF TENDER:** INDICATED IN SCHEDULE 'F' ; THE COST OF TENDER MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT.

**2.EARNEST MONEY:** THE EARNESTMONEY INDICATED IN SHEDULE 'F' AND MAY BE DEPOSTED IN SHAPE OF DEMAND DRAFT OR BG.

**3.CONTRACTOR'S REGISTRATION:**THE CONTRCTOR HAS TO PRODUCE THE ENLISTMENT AS CONTRACTOR/FIRM, ISSUED BY COMPETENT AUTHORITY PRIOR TO OPENINING THE TENDER.

**4.SALES TAX REGISTRATION :** THE CONTRCTOR HAS TO PRODUCE THE WCT REGITRATION DOCUMENT BEFORE OPENING OF TENDER.

**5. WORK DONE CERTIFICATE & WORK IN HAND CERTIFICATE:**  
THE CONTRACTOR SHOULD PRODUCE WORK DONE & WORK IN HAND CERTIFICATE ISSUED BY THE COMPETENT AUTHORITY BEFORE OPENING OF TENDER.

**6. LIST OF MACHINERY, TOOL,PLANT**

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).

**7. BILL OF QUANTITY:** THE BILL OF QUANTITY MAY BE FILLED UP IN Excel format

**8.THE CONTRACTOR IS REQUIRED TO STUDY GENERAL RULES &DIRECTIONS ,CONDITIONS ,CONTRACT CLAUSES, SCHEDULES 'A' TO 'F' IN TENDER DOCUMENT AND THERE AFTER FILL T&CA FORM NO 7/8.**

**9. ANY ADDITIONAL INFORMATION MENTIONED IN SCHEDULE DULY FILLED.**

**10. FORMS AS GIVEN IN "BIDDING FORMS" AS PER THE EVALUATION AND QUALIFICATION CRITERIA GIVEN.**



**Tourism & Civil Aviation FORM No 7/8**  
**GOVT OF HIMACHAL PRADESH**  
**Tourism & Civil Aviation**

**Percentage Rate Tender/Item rate tender & contract for works**

Tender for the work of :

**Construction of Proposed Heliport at Shimla, Department of Tourism and Civil Aviation, (H.P.)**.....

(i) To be submitted by .....hours on .....

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

Issued to.....

Signature of officer issuing the documents.....

Designation.....

Date of issue.....

**Tender**

I/We have read and examined the notice inviting tender, schedule of quantities specifications applicable ,drawings& designs, general rules & directions, conditions of contract, clauses of contract ,special conditions, schedule of rates & other documents and rules referred to in the conditions of contract and all contents in the tender documents of the work.

I/We hereby tender for the execution for the Governor of Himachal Pradesh of the works specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in figures and words in the attached schedule of quantities or submitted and in accordance in all respect with the specifications, designs, drawing sand instructions in writing referred to in rule 1 of General Rules and Directions and in clause 11 of the General Conditions of contract and with such materials as are provided for by and in all respects in accordance with such conditions far as applicable.

I/We agree to keep open the tender open for **one hundred twenty days** from the due date of opening and not make any modifications in terms & conditions.

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

The **earnest money** in shape of demand draft of schedule bank mentioned in the memorandum is enclosed herewith. I/We will submit the performance guarantee within the specified period .If I/We fail to commence the works specified in the Memorandum. I/We agree that the said Governor or his successors-in offices hall, without prejudice to any other right or remedy available in law ,**be at liberty to forfeit said Earnest Money & Performance guarantee** absolutely or otherwise said earnest money shall be retained by him towards Security deposit to execute all the works referred in the tender document up on the term & conditions or referred to therein and carry out deviations as may be ordered up to maximum percentage of 30% of tendered amount and those in excess of that limit at the rates to be determined in accordance with the provisions contained in clause 12-A of the tender form. Further, I/We agree that in case of forfeit of earnest money & Performance Guarantee as aforesaid, I /We shall be debarred from participation in re-tendering process of this work.

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**The above information is correct to best of my/our knowledge .**

Dated.....day of 2018.....

Witness  
Address  
Occupation

Signature of contractor  
Postal Address

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Contractor

For on behalf of Governor  
(Sign.....  
Designation .....  
Seal .....

**GOVERNMENT OF HIMACHAL PRADESH  
TOURISM & CIVIL AVIATION**

**GENERAL RULES AND DIRECTIONS**

1. All works proposed for execution by contractor will be notified in a form of invitation to tender passed on public places/Govt website signed by the Tourism Authority. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender and the percentage at which the Security deposit shall be deducted from the bills of the successful tendered. Copies of the specifications, designs and a drawing and a schedule of quantities and the rates of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Tourism Authority shall also be open for inspection by the contractor at the Office of the Tourism Authority of concerned department.

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

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

4. (**applicable in offline mode** to item rate tender only Tourism & Civil Aviation -8) Any person who submits tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of work. Tenders, which proposes any alteration in the work specified in the said Form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelopes.

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

4.A (**applicable in offline mode** to percentage rate tender only Tourism & Civil Aviation -7) In case of percentage rate tender, tenderer shall fill up the usual printed form stating at what percentage below/above (in figures as well as in words) the total estimated cost in schedule of quantity with tender document, he is willing to execute the work. 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. No single tender shall include more than one work, but contractors who wish to tender for more works shall submit separate tender for each. tenders shall have name and number of works to which they refer, written on the envelopes

5. (**applicable in offline mode**) The Tourism Authority or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a Comparative Statement in a suitable Form. In the event of a tender being accepted receipt for the earnest money forwarded there with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents mentioned in rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the contractor making the same, without any interest.

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

7.(**applicable in offline mode**) The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Tourism Authority and the contractor shall be responsible for seeing that he procures a receipt signed by the Tourism Authority or a duly authorized cashier.

8.( **applicable in offline mode**) The memorandum of work tendered for and the schedule of material to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Tourism Authority before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

9.( **applicable in offline mode**) The tenderer shall sign a declaration under official secret Act 2123 for maintaining the secrecy of the tender document ,drawings or other records connected with the work given to them .The unsuccessful tenderer shall return all the drawings with them.....

9A: Use of correcting fluid, anywhere in tender document is not permitted .Such tender is liable for rejection.

10.(**applicable in offline mode**) In 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 .The rates quoted by contractor in item rate tender in figures and words shall be accurately filled in so that no discrepancy in rates written in figures and words .However ,if any discrepancy is found ,the rates which correspond with 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 figure or in the words ,the rates quoted by contractor in words shall taken as correct .Where the rates quoted by contractor in figures and figure tally but the amount is not worked out correctly ,the rates quoted by the contractor will unless otherwise proved to be taken as correct and not the amount .In event no rate has been quoted for any item (s) word(s) and amount blank ,it will be presumed that 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.

10 A. (**applicable in offline mode applicable for percentage rate tender only**) In case of percentage rate tender 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 . However if the contractor has worked out the amount of tender and if any discrepancy is found in the percentage quoted in words and figures ,the percentage which corresponds with the amount worked out by the contractor shall ,unless otherwise proved ,be taken as correct .If the amount of the tender is not worked out by the contractor or it or it does not correspond with the percentage written either in figures or in words ,then the percentage quoted by contractor in words shall be taken as correct. Where the percentage quoted by contractor in figures and words tally but amount not worked out correctly ,then percentage quoted by contractor will ,unless otherwise proved ,be taken as correct and not the amount .

11.( **applicable in offline mode**) In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such tender is liable to be disqualified and rejected.

12.(**applicable in offline mode**) All rates shall be quoted on the Tender Form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should b written both in figures and in words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, i.g.'Rs.2.15 P' and in case of words, he word,' Rupees' should precede and the word 'Pause' should be written at the end .Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

13.(**applicable in offline mode**) 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

words 'Rs.' should be written before the figure of rupees and words '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.

**14 (i)** The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 10% (Ten Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of DD or BG of any scheduled Nationalised bank any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

**(ii)** The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from each running bill of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.

**15** 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.

**16** GST, H.P Entry Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

**17** The contractor shall give a list of both gazetted and non-gazetted Tourism & CA. employees related to him.

**18** The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

**19** 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. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

**20** The contractor shall submit list of works which are in hand (progress) in the following Form:-

**Work Done Detail: In last .....Years**

Sr No	Name of work	Name of office where work was completed	Amount of work	Remarks

**Work in hand detail**

Name of work	Name and particulars of Divn./Deptt. Where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

**21.** 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 Director Tourism & Civil Aviation 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.

**22.** The WCT shall be deducted @ of 3% on the work done by contractor. The contractor are required to obtain the EPF, GST registration and produce at the time of tender.

23. The statutory deductions of I-Tax shall be done from the running bills of contractor.
24. The contractor of **appropriate class registration can tender in the work**. The contractor has to produce the registration certificate at the time of tender.
25. The contractor is required to start the work within fifteen days of award of work, failing which earnest money shall be forfeited and may be debar to participate in the retendering of work.
26. The contractor will have to submit the proof of machinery, T& P required for work shown in Schedule F at the time of tender
- 27.1. COST OF TENDER:** INDICATED IN SCHEDULE 'F' ; THE COST OF TENDER MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT.
- 27.2. EARNEST MONEY:** THE EARNEST MONEY INDICATED IN SCHEDULE 'F' AND MAY BE DEPOSITED IN SHAPE OF DEMAND DRAFT/BG.
- 27.3. CONTRACTOR'S REGISTRATION:** THE CONTRACTOR HAS TO PRODUCE THE ENLISTMENT OF COMPETENT AUTHORITY IN APPROPRIATE CLASS VALID AT THE TIME OF TENDER.
- 27.4. WORK DONE CERTIFICATE & WORK IN HAND CERTIFICATE:**  
THE WORK DONE & WORK IN HAND MAY BE FILLED UP IN THE REQUIRED PERFORMA SHOWN IN GENERAL RULES NO. 19 MINIMUM AMOUNT OF WORK DONE SHOWN SCHEDULE 'F' AND THESE ALONGWITH THE WORK DONE CERTIFICATE OF COMPETENT AUTHORITY
- 27.5. LIST OF MACHINERY, TOOL, PLANT**  
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).
- 27.6. THE CONTRACTOR IS REQUIRED TO STUDY GENERAL RULES & DIRECTIONS, CONDITIONS, CONTRACT CLAUSES, SCHEDULES 'A' TO 'F' IN TENDER DOCUMENT AND THERE AFTER FILL T&CA FORM NO 7/8.**
- 27.7. Any other documents as specified by the State in Performa of schedule
- 28. Submission of Original Documents:** The bidders are required to submit (i) original demand draft towards the cost of bid document and (ii) original earnest money in approved Form and on a date not later than seven working days after the opening of technical /financial part of the tender, either by registered post or by hand in the office of authority inviting tender, failing which the tenders will be declared non-responsive .

## CONDITIONS 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/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose 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 successors of such firm or company and the permitted assignees of such individual, firm or company
  - (iv) The Governor means the Governor of Himachal Pradesh and his successors.
  - (v) The Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule "F" hereunder.
  - (vi) Government of Himachal Pradesh shall mean the Governor of Himachal Pradesh.
  - (vii) The terms Director & Tourism CA includes Tourism Authority of the Department.
  - (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 contractors 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, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepted Authority or causes solely due to use or occupation by Government of the part of the work in respect of which 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 profits.
  - (xi) Schedule (S) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the standard schedule of rates of the Government mentioned in schedule 'F' hereunder, with the amendments thereto issued to the date of receipt of the tender.
  - (xii) Department means Tourism &CA or any Department of Government of Himachal Pradesh which invites tenders on behalf of President of India as specified in schedule 'F'.
  - (xiii) District Specifications means the specifications followed by the State Government in the Area where the work is to be executed.

- (xiv) Tendered value means the value of the entire work as stipulated in the letter of award.

### **Scope and Performance**

- 3 Where the context so requires, word imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall when ever 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 in to consideration in the interpretation or construction thereof or of the contract.
- 5 The contractor shall be furnished, free of cost one certified copy of contract documents except standard specification, Schedule Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. 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 labour , 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 work. The 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 labours 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 deemed to have satisfied himself before tendering as to be correctness and sufficiency of his tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, accept 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 performance 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 Specifications and special condition, if any.
  - (iii) Drawings.
  - (iv) HPPWD 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 there from shall not vitiate the Contract or release the contractor from the execution of the whole of 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 tender / contractor, on acceptance of this 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 Tourism & CA form as mentioned in schedule `F` consisting of :-
    - (a) Various standard clauses with corrections up to date stipulated in schedule `F` along with annexure thereto.
    - (b) Tourism & CA safety Code.
    - (c) Modal Rules for the protection of health, sanitary arrangements for workers employed by Tourism & CA or its contractor.
    - (d) PWD 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.

## **CLAUSES OF CONTRACT**

### **CLAUSE 1. Recovery of Security Deposits**

The person/persons whose tender(s) may be accepted (hereinafter called contractor , shall permit Government at the time of making any payment to him for work done under the contract to deduct such sum @ 5% of the gross amount of each running bill till the sum along with sum already deposited as earnest money ,will amount to security deposit of 5% of the tendered value of the work by way of security deposit unless he /they has/have deposited the amount of security at the rate mentioned above.

The security shall be deducted @5% (without any limit) from each running bills of the contractor receipt duly pledged in favour of Engineer-in-Charge. Recovery of the compensation for delay (clause-2) can be done from the security provided under this clause from the work being executed/executed by the contractor in the state. Such deduction to be held by Government by way of Security Deposit. Provided always that the Government for this purpose shall be entitled to recover 5 (five) percent of the amount of each running bill till the balance of the amount of Security Deposit is released. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of or a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale of aforesaid, the contractor shall within 10 days make good in the shape of DD. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money deposited DD at the time of tender will be treated part of the security deposit.

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

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

### **CLAUSE 2: Compensation for delay**

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

#### **Compensation for delay of work**

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

(ii) @ 3% per month of delay to be computed on per day basis when time period of agreement less than six months. The compensation under clause 2 of the agreement at the 1st instance has to be calculated and assessed by the Engineer-in-Charge for delay in execution of work as per times schedule agreed to between the parties, after giving detailed facts of the case. The compensation can be levied by the Engineer-in-Charge and shall be confirmed by the Director Tourism & CA. on further reference, appeal or revision may confirm such compensation or reduce it. The decision of the Director T&CA arrived at after considering the various mitigating circumstance shall be final. The Director T&CA is entitled to levy provisional compensation on the recommendation of the Engineer-in-Charge and same can be modified by him if found necessary after the careful consideration of various circumstances and revised progress made by the contractor while making final confirmation of compensation in writing . Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the items or group of items of work for which a separate period of completion is originally given, the amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Schedule-AA of Annexure-A or the reschedules milestone (s) in terms of clause 4 of annexure-A, the amount shown against the milestone(s) shall be with held to be adjusted against the final grant of Extension of time to be decided on completion of work. With holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount. The compensation once conformed by the Director Tourism & CA is non deferrable and non arbitral.

#### **ANNEXURE-A**

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

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

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

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

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

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

vii) Non availability or breakdown of tools and Plant to be supplied or supported by Government, or  
viii) Any other cause which in the absolute discretion of the authority mentioned in Schedule AA is beyond the contractors control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

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

#### **SCHEDULE-AA**

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

Mile stone(s) as per table given below:

**Table of Mile Stone (s)**

S 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
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			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 \_\_\_\_\_

### CLAUSE 3 :-

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unknown like manner shall omit to comply with the requirements 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 so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable .to secure completion of the work by the date for completion and continue to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If contractor fails to complete the work within the stipulated date or items of work with individual date of completion ,if any stipulated , on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If contractor persistently neglects to carry out his obligations under the contract and or commit default in complying with any of 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) The contractor shall offer or give or agree to give to any person in Govt service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward 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 in to contract with the Govt in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If contractor shall obtain a contract with Government as a result of wrong tendering or other non-bona-fide methods of competitive tendering.
- (viii) If the contractor being an individual or if 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 purpose of amalgamation or reconstruction)under any solvency 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 creditor to appoint a receiver or manager or which entitle the court to make a winding up order.
- (x) If contractor shall suffer an execution being levied on his goods and allow to be continued for period of 21 days.
- (xi) If contractor assigns, transfer, sublets (engagement of labour on piece work basis or labour with material 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 prior written approval of the Engineer-in-Charge.
- (xii) If the work is not started by the contractor within 1/8 of the stipulated time. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Himachal Pradesh shall have powers.

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

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

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

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

#### **CLAUSE 4 : Contractor to remain liable to pay compensation if action not taken under Clause 3.**

##### **Powers to or take possession of or removal of contractor's plant.**

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 3 hereof, shall have become exercisable and the same shall not be exercised the non-exercised thereof shall not constitute a waiver of any of the conditions hereto and such powers shall not withstanding 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 to take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final) use as on hire (the amount of hire money being also in

the final determination of the Engineer-in-Charge which shall be final) use as on hire (the amount of hire money being also in the final determination of the Engineer-in Charge) all or any tools, plant, materials and stores, in or upon the works of the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable at current market rates to certified by the Engineer-in-Charge, whose certificate thereof shall be final, otherwise the Engineer-in-Charge by notice in writing may order the contractor or his clerk or the works foreman or other authorized agent to remove such tools ,plant, material or stores from the Premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge to the expense of any such removal and the amount of the proceeds and expense of any such sales hall be final and conclusive against the contractor.

#### **CLAUSE 5 : Extension of Time**

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

#### **SCHEDULE-AA**

Number of days from the date of issue of letter of acceptance for reckoning date of  
Start                      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**

S .No.	Financial Progress	Time Allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone.
	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 withheld 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-

#### Clause 6

Engineer-in Charge shall except as otherwise provided ascertain and determine by measurement ,the value in accordance with contract of work done all measurement of all items having financial value shall be entered in measurement book and /or level field book so that complete record is obtained of all works performed under the contract .All measurement and the level shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the contractor or their representative as token of acceptance .If the contractor objects to any measurement recorded , a note shall be made to effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the of recorded measurement is suspended by engineer-in-Charge or his representative ,the Engineer- in-Charge ,and the department shall not entertain any claim from the contractor for any loss or damages on this account .If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has given a notice in writing three days in advance of fails to countersign or record objection within a week from the date of measurement ,then such measurement recorded in his absence by the Engineer-in-Charge or his representative shall deemed to be accepted by the contractor.

The contractor shall without extra charge provided all assistance with every application , labour and other things necessary for the measurement and recording levels. Except where any general or detailed description of the work expressly shows to the contrary measurement 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 the items which are not covered by specifications ,measurement shall taken in accordance with relevant standard method of issued by Bureau of Indian standard and if for any item no such standard is available ,then a mutually agreed method shall be followed .

The contractor shall give ,not less seven days ,notice to the Engineer-in-Charge or his authorized representative in charge of work ,before covering otherwise placing beyond the reach of measurement any work in order that same may be measured and corrected dimensions thereof be taken before same is covered up or placed beyond reach of measurement and shall not cover up and lace beyond reach measurement any work without consent in writing of Engineer-in Charge or his authorized representative in-charge of work who shall within the aforesaid period of seven days inspect the work ,and if any work shall covered up or the Engineer-in-Charge 's consent being obtained in writing ,and same shall be uncovered at the expense of contractor 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 measurement recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to checking of measurement or levels .It is also term of this contract that recording of measurement of any item of work in the measurement book and /or its payment in the interim ,on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or the material to which it relates nor it shall relieve the contractor from liabilities from any over measurement or defects noticed till the completion of defect liability period.

#### Clause 7: Payment of intermediate certificate to be regarded as advance

No Payment shall be made for the work having estimated cost of Rs. Twenty lacs or less till whole of the work have been completed and certificate of completion given. For works having estimated cost over Rs. Twenty 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. 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, Engineer-in-Charge shall prepare or cause to be prepared such bill which event 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. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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 of 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 certificate from the Assistant Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upto 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 by taking detailed measurements thereof.

#### **CLAUSE 8 : Completion Certificate and completion plans**

Within ten days of the completion of the work the contractor shall give notice of such completion to the Engineer-in-Charge and within fifteen days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion, indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise, shall be issued, not shall work be considered to be completed 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 on connection with the execution of the work as shall have been erected or constructed by the contractors (s) and cleaned off the dirt from all wood work, doors, windows, wall, floors or other parts of any building in, upon or about which work is to be executed or of which he may have had possession for the purpose of the execution thereof a not until the work shall have been measured by the Engineer-in-Charge if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date of fixed for the completion of the works, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

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

**Clause 8-A : contractor to keep site clean**

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

**CLAUSE 8 B :Completion plans to be submitted by contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works as applicable within the thirty days of completion of work .In case contractor fails to submit the completion plans as aforesaid ,he shall be liable to pay a sum of 2.5% of the value of work subject to ceiling of Rs 15000(Rupees fifteen thousands ) as may be fixed by the Director Tourism & CA concerned and in this respect the decision of Director Tourism & CA 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 date of final certificate of completion furnished by Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after the submission of 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, for the quantity and rates as approved by Engineer-in-Charge, will as far as possible be made within period specified here in under, the period being reckoned from the receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer complete with account of materials issued by the department and the dismantle materials.

(i) If the Tendered value of work Rs. 15.00 lakh : 3 months

(ii) If the Tendered value of work exceeds Rs. 15.00 lakh : 6 months

**CLAUSE 9 A : Payment of Contractors Bills to Bank**

Payment due to the contractor may, if so desired by him be made to his bank , instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the bank any right or equities vis-à-vis the Governor.

**CLAUSE 10: STORES SUPPLIED BY GOVERNMENT (Not applicable in this project)**

**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 property and such materials shall be disposed of to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

**CLAUSE 10E:**

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

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized

representatives of Government and further shall furnish such other information/documents as the Engineer-in-Charge may require.

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

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

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the specifications, and all such designs, drawings and instructions as are not included in the Himachal Pradesh P.W.D specifications

For Building work

H.P.W.D Specifications for buildings 1990

For Road work (Rural)

Ministry of Rural department Govt of India specifications for rural roads

These may be read with relevant code of practice of Bureau of Indian Standard (BIS) and relevant Indian Road Congress(IRC) codes with updated versions.

**CLAUSE 12 : Deviations /variations extent and pricing –(Not applicable in this project).**

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

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

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

(iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract then such work be carried out at the rates entered in H.P. Schedule of Rates with up to the date correction of tender minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work out to tender. HPSR 2009 for civil works, HPSR 2009for E.I. Works & HPSR 2009 for W.S. & S-I will be applicable of 2011.

(iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i) to (iii) above, then the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the schedule rates the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of prevailing, market rates when the work was done.

(v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of

order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order out such class of work and arrange to carry it out in such manner as he may consider advisable. Under no circumstance, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

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

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

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

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

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

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

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

(iii) For retaining wall where floor level is not determine 1.2 meters above the average ground level or bed level.

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

(v) For water supply lines, sewer lines, underground storm water drains and similar work in all items of work below ground level except items of pipe work proper masonry work.

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

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

**CLAUSE 12 A :** In the case of contract or substituted items which individually exceed the quantity stipulated in the contract by more than the deviation limit except the items relating to foundation work which the contractor is required to do under clause 12 above the contractor shall within 7 days from the receipt of order claimer vision of the rates supported by proper analysis in respect of such items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of clause 12 and the **competent authority** may revise their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel as his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may be considered advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause. All the provision of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the

deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding clause 12 and the **competent authority** may revise such rates having regard to the prevailing market rates.

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

If at any time after the commencement of the work the Governor of Himachal Pradesh shall for any reason what so ever not require the whole work or part thereof as specified in the tender to be carried out the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full , but which he did not derive in consequence of the full amount of the work not have been carried out, neither shall he have any claim for compensation by reason of an alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provide however, that the Engineer-in-Charges shall have in all such cases the option of taking over all or any such materials at their purchase price of at local current rates whichever may be less. In the case of such stress, having been issued from Government stores, supervision charges and storage charges shall be refunded in addition to the issue rate of the material. In the case of such stores having been issued from Government stores and returned by contractor to Government stores, credit shall be given to him by Engineer-in-Charge at rates not exceeding those at which they were originally issued to him after taking into consideration any deduction for claims on account of the contractors and in this respect the custody of the contractor and in this respect the decision of the Engineer-in-charge shall be final.

**CLAUSE 14: Action and Compensation in case of bad work.**

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

**CLAUSE 15 : Suspension of Works**

- (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 work 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 extend 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, and ;

- (b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall in addition be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the contractor to his employees and labour at site, which remains idle during the period of suspension adding there to 2% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of the wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Government.

**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 Technical Examiner's Office, 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 his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful 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 damage done for imperfection noticed within the prescribed maintenance period after the certificate.**

If the contractor or his work people or servants shall break, deface, injure, or destroy any part of building in which they may be working or any building, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass-land or cultivated ground contiguous to premises on which the work or any part of it being executed or if any damages shall happen to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults appear in the work other than work costing Rs.20,000 and below after a certificate final or other wise of its completion made have been given by the Engineer-in-Charge, as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in that behalf make the same good as his own expense or in default the Engineer-in-Charge may cause the same to be made good by other work man and deduct the expense from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit except from the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor (except the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35) shall not be refunded before the expiry of 6 months (six months) in case of any work other than road work costing Rs.20,000 and below, after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is later : provided that in the case of road work in the opinion of Engineer-in-Charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security deposit will be refundable after 3 months and the remaining half after 6 months of the issue of the said certificate of completion or after final bill has been prepared and passed whichever is later.

**CLAUSE 18 : Contractor to supply tools and plant**

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

**CLAUSE 18 A : Recovery of compensation paid to workmen**

In every case in which by virtue of the provisions of section 12, subsection (1) of the Workmen's Compensation Act, 2123, Government is obliged to pay compensation to workman employed by



the contractor, in execution of works, Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Government under section 12, sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under his contract or otherwise Government shall not be bound to contest any claim made against it under section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable consequence of contesting such claim.

**CLAUSE 18-B : Ensuring payment and amenities to workers if contractor fails**

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

**CLAUSE 19: Labour laws to be complied by the contractor**

The contractor shall obtain a valid licence under the Contractor Labour (R & A) Act, 1970 and the Contractor Labour (Regulation and Abolition) H.P. Rules, 1974 before commencement of the work and continue to have a valid licence until the completion of work.

**CLAUSE 19 A : Fair wages clause**

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

**CLAUSE 19 B : Payment of wages to Labourers:-**

(a) The contractor shall pay not less than fair wages to labourers engaged by him on the work, as per fair wages fixed by the Government from time to time as indicated below :-

Fair wages shall be applicable as notified by the H.P. Govt. and applicable on the date of opening of the tender. The rates notified by H.P. govt are shown in schedule 'F'

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

(c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the Himachal Pradesh Tourism & CA Department Contractor 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 slip, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature of as per the provision of the contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and abolition) H.P. Rules 1974 wherever applicable.

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

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

(f) The contractor shall indemnify Government and keep indemnified Government against payments to be made under and for the observance of the Laws aforesaid and the Director Tourism & CA Department Contractors Labours Regulations without prejudice to his right to claim indemnity from his sub. Contractors.

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

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

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

**CLAUSE 19 D :** The contractor shall submit, by the 4 and 19 of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month, respectively (1) the number of labourers employed by him on work, (2) their working hours, (3) wages paid to them, (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and (5) the number of female workers who have been allowed maternity benefit according to clause 19-F and the amount paid to them, failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.500 for each default or maternity incorrect statement. The decision of the Tourism Authority shall be final in deducting from any bill due to contractor the amount levied as fine.

**CLAUSE 19 E:** Health & Sanitary arrangements for workers. In respect of all labour directly or indirectly employed in the works for the performance of contractors part of this agreement, 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 I.P.H. Department and its contractors.

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

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

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

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

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

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

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

**CLAUSE 19 G :** In the event of the contractor(s) committing a default or breach of any of the provisions of the Himachal Pradesh Tourism & CA Department 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 to pay to the Government a sum not exceeding Rs.500 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 Rs.500 per day each day of default subject to a maximum of 5 percent of the tendered cost of the work. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that contractor(s) is/are not properly observing and complying with the provision of the Tourism & CA Department Contractor Labour regulations and Model Rules and the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (R & A ) H.P. Rules, 1974 for the protection of health and sanitary arrangement 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 herein 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 powers to provide the amenities herein before mentioned according to approved standards and at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standard and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standard within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel reconstruct such huts and sanitary arrangements according to approved standard at the cost of the contractor(s).

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

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

**(b)** The contractor(s) shall in addition construct suitable cooking places having a minimum area of (6' x 5') adjacent to the hut for each family.

**(c)** The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers and 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 of every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

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

(b)The contractor(s) shall provide each hut with proper ventilation,  
(c)All doors, windows and ventilation shall be provided with suitable leaves for security purposes.

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

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

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

**5. Disposal of Excrete:** - The contractor(s) shall make necessary arrangements for the disposal of excrete 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 excrete through the Municipal Committee (Authority and inform it about the number of labourers employed so that arrangement may be made by such Committee/ Authority for the removal of excrete. All charges on this account shall be borne by the contractor and paid directly by him to the Municipality/Authority. The contractor(s) shall provide one sweeper for every 8 seats in case of dry system.

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

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

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

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

**CLAUSE 19 J:** - It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisly during construction and to hand over to the Engineer-in Charge vacant possession of Complete building. If such building though completed, is occupied illegally then the Engineer-in Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay in levy upto 5% of the estimated cost put to the tender may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum. However, the Superintending Engineer may require the contractor through a notice to remove the illegal occupation any time on or before construction and delivery.

**Clause- 19 K –Deduction of Cess as per provision of Building And Other Construction Worker's Welfare Cess Act,1996 & Himachal Pradesh Building and Other construction Workers Rules,2008**

The department will deduct cess of 1% from each running bill from the gross amount of work done by the contractor .

**CLAUSE 20:- Minimum Wages Act to be complied with**

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

**CLAUSE 21:- Works no to be sublet .Action in case of solvency**

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

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

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

**CLAUSE 23 : Change in firms constitution to be intimated**

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

**CLAUSE 24: Works to be under the direction of Engineer-in-Charge.**

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

**ARBITRATION CLAUSE****CLAUSE 25:- Settlement and Disputes by Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein afore mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the works or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director Tourism & CA, Himachal Pradesh Tourism & CA Department. It will be no objection to any such appointment that the arbitrator so appointed is a Government Servant that he had to deal with the matters to which the contract relates, and that in the course of his duties as Government Servant he had expressed views on all or any matters in disputed of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason to Director Tourism & C.A, Himachal Pradesh. Tourism & CA Department, at the time of such transfer vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by Director Tourism & CA, Himachal Pradesh Tourism & CA

Department should act as arbitrator and, if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs.50,000 (Rupees fifty thousand )and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of Arbitration Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause .It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such disputes. It is also a term of the contract that if the contractor(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the information from the Government, that the bills are ready for payment. The claim of the contractor (s) will be deemed to have been waived and absolutely barred and the Governments shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitrator(s) may time to time with consent of parties enlarge the time, for making and publishing the award.

**CLAUSE 26:- Contractor to indemnify Govt against Patent Rights**

The contractor shall fully indemnify the Governor of Himachal Pradesh against any action, claim or proceeding relating to infringements 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 hereof 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 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.

**CLAUSE 27:- Lump sum provisions in tender**

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

**CLAUSE 28:- Action where no specification are specified**

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

**CLAUSE 29:- With holding and lien in respect of sums due from the contractor**

(1) Whenever any claim or claims for payment of a sum of money arises out of or under the contract , against the contractor ,the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if 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 he case may be and also have lien over same pending finalization or adjudication of any such claim . In the event of the security being insufficient 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, 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 Engineer-in-charge of the Govt or any contracting person through Engineer-in-charge pending finalization of adjudication of any such claim. **Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government, on demand the balance remaining due shall be recoverable by way of arrears of land revenue.**

It is agreed to term of the contract that sum of money or moneys so withheld or retained under the lien referred to above by Engineer-in-charge or the Government will be kept with held or retained as such by the Engineer-in-charge or the Government till the claim arising out or under the contract is determined by the arbitrator ( if the contract is governed by arbitration clause)by the competent court as the case may be and the contractor will have no claim for the 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.

(2) 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 by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible, and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by Government to the contractor. Provided that Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer of Tourism Authority on the one hand and the contractor on the other under any term of the contract permitting payment for works after assessment by the Superintending Engineer or the Tourism Authority.

**CLAUSE 29-A: Lien in respect of claims in other contracts.**

Any sum of money due and payment to the contractor (including the same security deposit returnable to him under the contract) may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge of Government or such other person or persons. In respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. It is agreed that it will be kept withheld or returned as such by the Engineer-in-Charge or the Government under the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by arbitrator (if the contract is governed by arbitration clause) or by the competent authority as the case may be and that the contractor shall have no claim for interest or damage whatsoever on this account on any other ground in respect of any sum of money withheld or retained under the clause and duly notified as such to the contractor the certificate of the Engineer-in-Charge about the number of days of work or controlled area of labour and the number of days for which they work shall be final and binding upon all parties to his contract. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception of section 74 of Indian Contract Act 1872.

**CLAUSE 31: Unfiltered water supply**

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

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

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

**CLAUSE 31A: Departmental water supply, if available**

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

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

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

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

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

(ii) The contractor shall be allowed to construct temporary wells in 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 arrangement to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

**CLAUSE 33:- Return surplus material**

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

**CLAUSE 35:- Conditions relating to use of asphaltic materials**

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

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If the bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment or portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be made and the materials return to the contractors. Although the materials are hypothecated to Government the contractor undertakes the responsibility for the proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

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

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

**(1) For Building and Road Works: -** One qualified Engineer/Junior Engineer/ Supervisor having experience of five years. The contractor should give a certificate to the effect that the Engineer/Diploma Holder Junior Engineer is Exclusively in his employment .The technical staff should be available at site whenever required by Engineer-in-Charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable



amount not exceeding a sum of Rs.25000/- (Rupees twenty five thousand only) for each month of default in the case of Graduate Engineer and Rs.20000/- (Rupees twenty thousand only) for each month of default in case of Qualified Diploma Holder (Overseer). The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractors and as to the reasonableness of the amount to be deducted on this amount shall be final and binding on the contractor as the amount and the contractor's liability to pay the said amount.

**(2) For Sanitary and Water Supply Works:** - The contractor shall employ the following technical staff during the execution of the work. One Qualified Junior Engineer with an experience of not less than five years out of which at least one year should be Sanitary Engineering or Water Supply Works when the tendered cost of work to be executed is more than Rs.2,00,000 only. The technical staff should be available at the site whenever required by the Engineer-in-Charge to take instructions. In case the contractor fails to employ the technical staff aforesaid he shall be liable to pay reasonable amount not exceeding Rs.7,000/- for each month of default. The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this amount shall be final and binding on the contractor as the amount and the contractor's liability to pay the said amount.

**CLAUSE 36A:-** "The contractor shall comply with provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and its Engineer in charge, in his, discretion cancel the contract, the Contractors shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act."

**CLAUSE 37:-Levy /Taxes/Royalty payable by contractor**

The sales tax /VAT /H.P Entry Tax or any tax on the materials in respect of contract shall be payable by the contractor and Govt shall not entertain any claim what so ever in this respect. The contractor shall deposit royalty and obtain necessary permit for supply of the Bajri, concrete. from local authorities.

(i) The contractor will produce a certified copy from the Industries Department that the royalty has been paid by him on account of excavation of stone and sand from other than Tourism & CA roads or alternatively recovery of the material excavated and utilized in the construction as per the billed quantities shall be recovered by the Department. **Otherwise the royalty at prevalent rate shall be deducted on the material consumed in the work. The rate of royalty has been shown in schedule 'F'**

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

**CLAUSE 38 :- conditions for reimbursement of levy/taxes if levied after receipt of tenders -(Not applicable in this project).**

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

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

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

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

**CLAUSE 39 :-Termination of contract on the death of contractor**

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

**CLAUSE 40 :- If relative working in Tourism & CA then contractor is not allowed to tender**

The contractor shall not be permitted to tender for works in Himachal Pradesh, Tourism & CA Department Division (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between grades of Director Tourism & CA and Junior Engineer (both inclusive). He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted Officer in the Himachal Pradesh Tourism & CA Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of the contractors of this department.

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

**CLAUSE 41 :-No gazetted Engineer to work within one year of retirement**

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

**CLAUSE 42 :- Return of material & Recovery for excess of material issued**

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

(ii) After the completion of the work the theoretical quantity of cement to be used in the work shall be calculated on the basis of Tourism &CA Department statement showing quantity of cement to be used in different items of work provided in the H.P. Schedule of rates or in case of non schedule items, it shall be calculated on the basis of standard formula laid down by Superintending Engineer of the concerned Circle. Over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the tendered cost of the work not more than Rs.2 lakh upto 4% plus/minus for works the tendered cost of the work is more than Rs.2 lac up to Rs.5lacs and up to 3% plus/minus for works the tendered cost of the work is above 5 lacs. The difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor, shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

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

(iv) After the completion of the work, the actual quantity of cables (other than under-ground cables) wires, conduits/G.I. pipes, G.I./M.S. sheets used in the various items of work shall be calculated on the basis of the measurements recorded in the Measurement Book for purpose of payment and for assessing the consumption of materials used in works. Over this quantity a variation of 5 percent plus half be allowed for wastage of materials during execution in case of cables (other than underground cables), Wires, conduit pipes/G.I. pipes and 10 percent plus in case of G.I./M.S sheets. The difference in quantity of materials actually issued to the contractor and the quantity recorded in the Measurement

Book including the authorized variation as stated above if not returned by the contractor shall be recovered at twice the issue rate including storage charges and cartage to site without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract. the cost of the quantity of cement not soused shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

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

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

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

(vi) After the completion of the work, theoretical quantity of bitumen to be used on work shall be calculated on the basis of Tourism & CA Department's statement showing quantities of bitumen to be used in different items of work provided in the H.P. Schedule of Rates or in respect of agreement which do not provide for or authorized application of H.P. Schedule of Rates the theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula as laid down by Superintending Engineer of the concerned circle. Over the said theoretical quantity of bitumen, a variation up to plus (excess) 2 ½ percent shall be allowed. The agreements which provide for free supply of bitumen, the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorized variation if not returned by the contractor shall be recovered at twice the issue rate of Rs. Nil per M.T. i/c storage charges without prejudice to the relevant conditions in the agreements regarding return of materials. In the event of it being discovered the quantity of bitumen used by the contractor is less than the quantity calculated in the manner aforesaid, there shall be no recovery for less use of bitumen (no variation on the lower side shall be allowed). The cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate included storage charge thereof up to site. The agreement which provides for supply of bitumen at a fixed rate, the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate of bitumen plus cartage to site including storage charges thereof without prejudice to the relevant conditions in the agreement regarding return of materials governing the contract. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity of bitumen calculated in the manner aforesaid (no variation on the lower side shall be allowed) (Cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage thereof up to site. This is without prejudice to declaration of substandard nature of the work done.

#### **CLAUSE 43:- Compensation during war like situations**

Pertaining to damages to works in consequence of hostilities of war like operations. The work (whether fully constructed or not ) and all materials, machine, tools and plants, scaffolding, temporary building and other things connected there with shall be at 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 damage or destroyed in consequence of hostilities or war like operations, the contractor shall, when ordered in writing by the Engineer-in-Charge remove any debits from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with provisions of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for the 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. In case of works damaged or destroyed but not already measured and paid for the compensation shall be addressed by the Tourism Authority up to Rs.5000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damage/destruction suffered and for the restoring the material at the rates based on the analysis of rates tendered for accordance with the provisions of this agreement. The certificate of the Engineer-in-Charge regarding the quality and quantity of material and purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war like operation (a) unless the contractor had taken all such precautions against Air Raid as are deemed necessarily by the A.R.P. Officers of the Engineer-in-Charge, (b) for any materials, etc. not on the site of the work or for any tool sand plant, machinery, scaffolding temporary building and other thing not intended for the work. In event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed which extension of time for its completion as is considered reasonable by the Tourism Authority.

**CLAUSE 44:-Apprentice act provisions to be complied with**

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

**CLAUSE 45:- Release of security deposits after labour clearance**

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

.....  
Signature of the Competent authority  
For and on behalf of  
The governor of Himachal Pradesh

**SAFETY CODE**  
**(REFERRED TO UNDER CLAUSE 19-C OF THE TENDER)**

**Safety Code:**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from said construction except such short period work as can be done safely from ladders. When a ladder is used an extra Masdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and land holds shall be provided on the ladder and ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding or staging more than 12 feet above the ground floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as maybe necessary for the delivery of the materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fenced as described in (ii) above.
4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'.0'.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable sing ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11  $\frac{1}{2}$  inches for ladder upto and including 10 feet in length. For longer ladders this width should be increased at least  $\frac{1}{4}$  inch for each additional foot of length. Uniform step spacing shall not exceed 12 inches. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Excavation and Trenching:**

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

**Demolition:**

Before any demolition work is commenced and also during the process 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 over a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to person employed from risk of the fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to tender it unsafe.

8. All necessary person safety equipment as considered adequate by the Engineer-in-Charges 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.

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

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

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

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

(iv) When workers are employed in sewers and manholes , which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into 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.

9. The contractor shall not employ men and women below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.

i.) No paint containing lead products shall be used except in the form of paste or readymade paint.

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

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

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

v) Measurers shall be taken, where ever required in order to prevent danger arising from the application of a paint in the form of spray.

vi.) Measurers shall be taken, whenever practicable, to prevent danger arising out of form dust caused by dry rubbing down and scrapping.

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

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

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

ix.) (a) Case of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Tourism & CA Department.

(b) The Tourism & CA Department may require when necessary medical examination of workers. Inspection with regard to the special hygienic precaution 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 is drawing, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

11 .Use of hosting machines and tackle including their attachments anchorage and supports shall confirm to the following standards or condition:-

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

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

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

4. In case of departmental machines the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractors machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machine to site of work and gets it verified by the Electrical Engineer concerned.

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

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

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

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

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

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

### **1. Application:-**

These rules shall apply to all building and construction works in charge of Himachal Pradesh Tourism & CA Department.

### **2. Definitions:-**

(i) 'WORK PLACE' means a place at which at an average, fifty or more workers are employed in connection with construction works.

(ii) 'LARGE WORK PLACE' means a place at which, at an average 500 or more workers are employed in connection with construction work.

### **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 ground and shall contain the following equipment, namely:-

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

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large size sterilized burn dressings.
5. 1 (30ml) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30ml) bottle containing solvalite having the dose and mode of administration indicated on the label.
7. 1 snake bite lancet.
8. 1 (30gms) bottle of potassium permanganate crystal.
9. 1 pair scissors
10. 1 copy of the first aid leaflet issued by the Doctor, Health Services, Himachal Pradesh.
11. 1 bottle containing 100 tablets (each 5 grams) of aspirin.
12. Ointment of burns.
12. A bottle of suitable surgical antiseptic solution.

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

- 12 small sterilized dressings.
- 6 medium size dressings.
- 6 large size sterilized burn dressings.
- 6 (15gms) packets sterilized cotton wool.
- 1 (60ml) bottle containing a two percent alcoholic solution iodine
- 1 (60ml) bottle containing salvo tile having the dose and mode of administration indication on the label
- one roll of adhesive plaster.
- 1 snake bite lancet.
- 1 (30gms) bottle of potassium permanganate crystal.
- 1 pair scissors
- 1 copy of first aid leaflet issued by the Director, Health Services of Himachal Pradesh.
- A bottle containing 100 tablets (each of 5 grams) of aspirin.
- Ointment of burns.
- A bottle of suitable 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 always be readily available during working hours of the work place.

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

(vii) In work place where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance of the work , First-aid post 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 persons suddenly taking ill to the nearest hospitals.

**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 of storage shall be at 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 and other source of population, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water-proof.

(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 one a month.

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

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

(ii) 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 50thereafter.

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

(iii) Construction of Latrines: - The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-whole 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 workers "For men Only" and "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 upto 50 and one for female workers up to fifty employed at a time. Provided that where the number of male or females workers as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof, thereafter.

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

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

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

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

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

**8. Crèches** - (i) At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used by infants for games and play and the others as

other bed-room. The huts shall not be constructed on a lower standard than followings:- (a) Thatched roofs: (b) mud floors and walls: (c) planks spread over the mid floor and covered with matting.

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

(iii) The contractors shall supply adequate number of toys and games in the playroom and sufficient number of cots and bedding in the bedroom.

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

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

#### **9. CANTEEN**

(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, store room, pantry and washing places separately for workers and utensils.

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

(v) The floor shall be made of smooth and impervious material 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 presents 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 percent 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 meter per dinner to be accommodated as prescribed in sub rule 9.

(xi) (a) A portion of the dining hall, service counter shall be partitioned off and reserved for women workers in proportion to their number. (b) Washing place for women shall be separate and screened to secure privacy.

(xii) Sufficient tables, stools, chairs or benches shall be available for the number of dinners 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 equipment 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 equipment.
- (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 food-stuffs, and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely:-
- (a) The rent of land and building
  - (b) The depreciation and maintenance charges for the building and equipment provided for in the canteen
  - (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils
  - (d) The water charges and other charges incurred for lighting and ventilation.
  - (e) The interest and amount spent on the provision and maintenance and equipment provided for in the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once in every 12 months by registered accountants and auditors.

#### **10. ANTI-MALARIAL PRECAUTION**

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineering-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 such directions as it may be considered necessary for the purpose of removing any difficulty which may arise in the administration.

## **CONTRACTORS LABOUR REGULATIONS**

**(1) Short Title** - These regulations may be called the Himachal Pradesh Tourism & CA Contractor Labour Regulations.

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

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

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

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

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

**(3) Working Hours**:- (i) Normally working hours of an adult employee should not exceed 9 hours a day, and in case of a child 4 1/2 hours a day. The working day shall be so arranged that is inclusive of interval forest, 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 overtime of the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.

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

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

**(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 clean and legible condition in conspicuous places on the work notices in English and in the local Indian Language spoken by the majority of the workers, giving the rate of wages, should have been certified by the Tourism Authority, the Director Tourism & CA or Regulation Labour Director, as fair wages and the hours of work for which such wages are earned, and

(ii) Send a copy of such notices to the Certifying officer. The Labour Advisory Board has decided that certain clauses may be contract Labour Regulation appearing in Tourism & CA Department form 7&8. Accordingly it has been decided that the following amendments may be made in the said forms under the rules mentioned against them:-

### **(5) Payment of wages:-**

(i) The contractor shall fix the wages periods in respect of which the wages shall be payable.

(ii) No wages period shall exceed one month.

(iii) Wages of every worker employed on the contract shall be paid (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period accordingly as the number of workers employed in such establishments does not exceed 1,000 or exceeds 1,000.

(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 day succeeding thereon on which his employment is terminated.

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

(vi) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coin or currency or in both.

### **(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 places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

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

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

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

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

(iii) No fine shall be imposed on any worker and no deduction for damage or loss shall be made from his wages until he 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&S) Central Rule 1971 (Appendix IV)

ii) The contractor shall maintain a **Mustar 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 **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 labourers 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-II)

vii) The contractor shall maintain a **Register of Advances** in Form XIII of the CL ( R&A) Rules 1971 (Appendix XIII)

viii) The contractor shall maintain a **Register of overtime** in Form XXII of the CL (R&A) Rules 1971 (Appendix- XIV)

## 8. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an **Attendance card-cum-wage** slip to each workman employed by him in the specimen format (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 the 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-VIII)

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

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

**(13) Report of Labour Welfare Officer :-** The Labour Welfare Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or inquiry to the Tourism Authority concerned indicating the extent, if any, to which the default has committed with a notice that necessary deductions from the contract's bill be made and the wages and other dues be paid to the labourers concerned in case an appeal is made by the worker after the Regional Labour Director has given his decision on such appeal. The Tourism Authority shall arrange payments to the labourers concerned within 45 days from the receipt of the report of the Labour Welfare Officer or the Regional Labour Director as the case may be.

**(14) Appeal against the decision of the Labour Welfare Officer:-** Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Director concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Tourism Authority 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 member.
- (b) An officer of federation of trade unions to which the trade union referred to in clause (a) is affiliated.
- (c) Where the worker is not a member of any registered trade union, by an officer of registered union, connected with or by any other workman, employed in the Industry in which the worker is employed.

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

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

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

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

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

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

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

**(18) Amendments :-** The H.P. Government may, from time to time, add to or amend and on any question as to the application, Interpretation or effect of those regulation the decision of the Chief Labour Director or Deputy Chief Labour Director to the Himachal Pradesh Government or any other Person authorised by Himachal Pradesh Government in the behalf shall be final.



**MATERNITY BENEFITS (Clause 19 F)**

Name and address of the contractor .....

Name and location of the work .....

Name of 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.
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER, REGARDING  
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR  
IN HIMACHAL PRADESH PUBLIC WORKS DEPARTMENT WORKS.**

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 certificate 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.

### LABOUR BOARD

Name of work .....

Name of Contractor .....

Address of Contractor .....

Name and address of HP.PWD Division .....

Name of HP.PWD Labour Officer .....

Address of HP.PWD, 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.

## REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor.....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address of Principal Employer .....

**MUSTER**

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 commencement of employment	Signature or thumb impression of the workman.	Date of termination of employment	Reasons for terminations.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12

**ROLL**

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address and Principal Employer..... For the Month of fortnight .....

Contractor

Tourism Authority

Sl.No.	Name of workman	Sex	Father's/ Husband's name.	Dates					Remarks.
1	2	3	4	5					6
				1	2	3	4	5	

### REGISTER OF WAGES

Name and address of contractor .....

Name and address of establishment under which contract is carried on .....

Nature and location of work .....

Name and address and 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.					Deduct i-ns if any (indicat e nature)	Net amount paid.	Signature or thumb impression of the workman.	Initial of contract or or his representative.
							Basic wages.	Dearness allowances	Overtime	Other cash payments (indicate nature).	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Contractor

Tourism Authority


Wage Card No. ....

### WAGE CARD

Name and address of contractor ..... Date of Issue.....

Name and location of work .....Designation .....

Name of workman .....Month/Fortnight.....

Rate of Wages .....

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

Morning Rate

Evening Amount

Initial

\_\_\_\_\_

Received from .....the sum of Rs.....on account of my wages

The Wage Card is valid for one month from the date of issue

Signature.

Contractor

Tourism Authority

**19/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

**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 piece work).....
5. Wage period. ....
6. Tenure of employment .....
7. Remarks. ....

Signature of contractor



Form-XV (See Rule 77)  
Service Certificate

Name and address of contractor .....

Nature 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

Contractor

Tourism Authority

#### LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rules 7 (v) of the CPED Contractor's labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Wilful 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 CPWD.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifference behaviour.
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 CPWD or of the contractor.
10. Sleeping on duty.
11. Malingering on duty.
12. Giving of false information regarding name, age father's name etc.
13. Habitual loss of wage cards supplied by the employers.
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.

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.....

Nature 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 fin imposed.	Date on which fine realized.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12

Contractor

Tourism Authority

(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 .....

Nature and location of work .....

Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband 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.		Remarking.
										Date of recovery. Remark-First ing. Installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

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.....  
 Nature and location of work.....  
 Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband 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

### Register of Overtime

Name and address of contractor.....

Name and address of establishment in under which contract is carried on.....

Nature 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.	Normal 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

**Govt of Himachal Pradesh  
Tourism & Civil Aviation**

**PERFORMA OF SCHEDULES**

( With reference to General Rules & directions ,Conditions ,Definitions, Clauses of T&CA Form no 7/8)

**Sr No 1. SCHEDULE 'A'**

Schedule of quantities (as per T&CA-3)

**Sr No 2. SCHEDULE 'B'( Refer clause 10)**

**DETAIL STORES TO BE SUPPLIED BY DEPARTMENT**

Sr.No	Item of Stores supplied by Deptt	Unit	Rate i/c all charges	Place of issue of Store

Sr No 2.1 The store shall be issued for .....No. items only

**Sr.No 3. SCHEDULE 'C'(Refer clause 34)**

Sr.No 3.1 (a) The following plant and machinery required for the work will be issued to the contractor on hire on conditions given below if available only.

Sr No	Description	Hire charges per day per hour	Place of issue
.....	.....	.....	
.....	.....	.....	
.....	.....	.....	

**Sr.No 4. SCHEDULE 'D'**

if any Extra schedule for specific requirement /document for the work

- (a).....  
(b).....  
(c).....

**Sr No 6 SCHEDULE 'F'****Reference to General Rules & directions**

Sr No 6.1 Officer inviting tender Director/Tourism Authority, Tourism &amp; CA

Sr No 6.2 Name of work C/O .....

.....

.....

/.

Sr No 6.3 cost of tender document Rs .

Sr No 6.4 (i) Estimated cost Rs.

**Sr No 6.5 Earnest Money = Rs.....**

Amount of Earnest money to be deposited as under:-

(i) For works costing upto Rs.15.00 lacs	=	2%
(ii) For works costing between Rs.15.00 lacs to 50.00 lacs	=	1.5%
(iii) For works costing above Rs.50.00 lacs	=	1% or with Maximum limit of Rs. 5.00 lacs.

Sr No 6.6 (iii) **Performance security** of Rs (10% of tendered value) to be submitted within 15 days of award of work in shape of DD or BG of schedule Nationalised bank pledged in name of Director Tourism & CA payable at

Sr No 6.7(iv)	Security Deposits	=	5% from each bill
Sr No 6.8(v)	Time allowed for completion of work		18 Months

**Sr No 6.9 Refer to 19 of general rules & directions (strike out if not required)**

Sr No 6.10 Minimum similar work done in last two years

(a) Contracts that have been successfully completed within the last Three (3) years and that are similar to the proposed works, where the value of the Bidder's participation exceeds **INR 5.00 Crores (in case of single project) and INR 2.5 Crores each (in case of two projects).**

**Reference to conditions of contract****Sr No 6.11 Refer to condition no 2****Definitions**

2(v) Engineer-in-Charge	Tourism Authority & CA
2(viii) Accepting authority	Principal Sec./Director/Joint Director Tourism & CA

(2x) percentage of material & labour	To cover all overheads and profit
2(xi) Standard Schedule of Rates	HPSR 2009 (Civil work), HP SR 2011 (WS&SI) and Market rates
2(xii) Department	HP Tourism & Civil Aviation
9(ii) Standard Tourism & CA contract form No 7/8 as modified & corrected up to date.	

**Sr No 6.12 Reference to Clauses of contract:****Clause 2**

Authority for fixing compensation Director Tourism &amp; CA

**Sr No 6.13(a) Clause 5**

No of days from the date of issue 15 days of letter of acceptance for reckoning as Date of start



**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-

Specifications to be followed for execution of work

For Building work

H.P.PW.D specifications for Buildings 1990

**Sr No 6.17 Refer to clause no 12**

Overall Deviation limit for which 12A shall for work--- 30%

**Sr No 6.18 Refer to clause no 16**

Competent authority for deciding reduced rates

Director Tourism &amp; CA

**Sr No 6.19 Refer clause no 18**

List of mandatory machinery, tools&amp; plants to be deployed by contractor at site

Sr no	Description of Machinery ,T&P	No. required at site
1		
2		
3		

4		
5		
6		
7		

**Sr No 6.20 Refer clause 19 B**

Fair wages shall be applicable as notified by the H.P. Govt. and applicable on the date of opening of the tender.

**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 1<sup>st</sup> April, 2017.**

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 12<sup>th</sup> April 2017.**

**w.e.f. 1<sup>st</sup> April, 2017**

<b>Sl.No.</b>	<b>Designation</b>	<b>Wages per day</b>
1.	Beldar (Mazdoor/Causal labourer)	210.00
2.	Mate	210.00
3.	Cook	210.00
4.	Mali	210.00
5.	T. Mate (Electrical)	210.00
6.	Chowkidar	210.00
7.	Helper	210.00
8.	Sweeper	210.00
9.	Cleaner	210.00
10.	Swereman	210.00
11.	Khalasi	210.00
12.	Electrical Beldar	210.00
13.	Bhisti	210.00
14.	Store Attendant	210.00
15.	Laboratory Attendant	210.00
16.	Pump Attendant	210.00
17.	Boat Man	210.00
18.	Process Server	210.00
19.	White Washer	210.00
20.	Syce.	210.00
21.	Peon	210.00
22.	Frash	210.00
23.	Chainman	210.00
24.	Un-skilled Labourer	210.00
25.	Quarry Man	210.00
26.	Jumper-Man	210.00
27.	Driller	210.00
28.	Sprayman	210.00
29.	Assistant Saw Mill Operator	210.00
30.	Feller (Garani)	210.00
31.	Logger	210.00
32.	Dresser (Pachani)	210.00
33.	Climber (Looper)	210.00
34.	Zoo Animal Attendent	210.00
35.	Fire Watcher	210.00
36.	Grinder for chips Flooring	210.00
37.	Calliperman	210.00
38.	Misc. Labourer	210.00
39.	Charcoal Burning Labour	210.00
40.	Pipe Lineman	210.00
41.	Survey Khalasi	210.00
42.	Bill Distributor	210.00
43.	Ferro Khalasi	210.00
44.	Water Guard	210.00
45.	Stone Dressor	210.00
46.	Keyman	210.00
47.	Assistant Fitter	210.00
48.	Valueman	210.00
49.	Library Attendant (Class-IV)	210.00
1.	Upholstar	222.00
2.	Carpenter (Grade-IV)	222.00
3.	Fireman	222.00

4.	Pump Operator-cum-Helper	222.00
5.	Plumber 2nd Class	222.00
6.	Field Assistant-cum-Operator	222.00
1.	Painter 2nd Class	222.00
2.	White Washer	225.00
3.	Bar Binder	225.00
4.	Sawyer (Charani)	225.00
5.	Muleteer	225.00
1.	Caneman	237.00
1.	Security Guard	240.00
1.	Telephone Attendant	252.00
2.	Electrical Mistry	252.00
3.	Refrigerator Mechanic	252.00
4.	Fitter Grade-II	252.00
5.	Fitter Grade-I	252.00
6.	Turner	252.00
7.	Fitter Structural	252.00
8.	Black Smith	252.00
9.	Welder	252.00
10.	Mechanic	252.00
11.	Electrical Chargemen	252.00
12.	Pump Operator	252.00
13.	Sand Plant Operator	252.00
14.	Operator	252.00
15.	Driver Oxygen Plant	252.00
16.	Hot Mix Plant Operator	252.00
17.	Plumber Grade-II	252.00
18.	Plumber Grade-I	252.00
19.	Mason Grade-I	252.00
20.	Mason Grade-III	252.00
21.	Painter Grade-I	252.00
22.	Blastman Grade-II	252.00
23.	Floor Finisher	252.00
24.	Pipe Fitter Grade-II	252.00
25.	Mortar Mate Grade-I	252.00
26.	Earth Work Mistry	252.00
27.	Work Inspector	252.00
28.	Ferry Inspector	252.00
29.	Store Munshi	252.00
30.	Forest Guard	252.00
31.	Receptionist	252.00
32.	Lab Assistant	252.00
33.	Electrician-II	252.00
34.	Electrician Auto	252.00
35.	Air Compressor/Operator	252.00
36.	Operator	252.00
37.	Carpenter Grade-III	252.00
38.	Complaint Clerk	252.00
39.	Assistant Operator	252.00
40.	General Operator	252.00
41.	Telephone Operator	252.00
42.	Road Inspector	252.00
43.	Work Supervisor	252.00
44.	Store Clerk	252.00
45.	Store Keeper	252.00
46.	Water Works Clerk	252.00
47.	Patwari	252.00
48.	Cinema Projector Operator	252.00
49.	Computer	252.00
50.	Plumber	252.00
51.	Data Entry Operator	252.00

52.	Electrical Mistry	252.00
53.	Tailor	252.00
54.	Clerks	252.00
55.	Saw Mill Operator	252.00
56.	Work Mistry	252.00
57.	Wireman	252.00
58.	Assistant Pump Operator	252.00
59.	Price Store Ledger Clerk	252.00
60.	Bill Clerk	252.00
61.	Meter Reader	252.00
62.	Assistant Store Keeper	252.00
63.	Lab. Technician	252.00
64.	Instrument Mechanic	252.00
65.	Fitter Mechanic	252.00
66.	Loador Operator	252.00
67.	Chargeman	252.00
68.	Gate Keeper	252.00
69.	Steno-typist	252.00
70.	Library Assistant	252.00
71.	Book Binder	252.00
72.	Tabla Master	252.00
73.	Dark Room Assistant	252.00
74.	Library Attendant (Class-III)	252.00
75.	Canal Inspector	252.00
76.	Irrigation Booking Clerk	252.00
77.	Complaint attendant	252.00
78.	Ferro Painter	252.00
79.	Proof Reader	252.00
80.	Photographer	252.00
81.	Ledger Booking Clerk	252.00
82.	Laboratory Attendants (Matriculate)	252.00
1.	Driver (Tractor/Jeep/Car/Truck/Buldozer/ Road Roller/Driver Shawal	265.00
2.	Stone Chisler	265.00
3.	Carpenter 2nd Class(Forest Department)	265.00
4.	Masson 2nd Class(Forest Department)	265.00
5.	Painter 1st Class (Forest Department)	265.00
6.	Distemperer (Forest Department)	265.00
1.	Junior Draftsman (Tracers)	300.00
2.	Junior Scale Steno	300.00
3.	Agriculture Extension Officer	300.00
4.	Ship Modeling Instructor	300.00
5.	Surveyor	300.00
6.	Electrician Grade-I	300.00
7.	Driller	300.00
8.	Assistant Driller	300.00
9.	Pipe Fitter Grade-I	300.00
10.	Mason Grade IV	300.00
11.	Diesel Auto mechanic	300.00
12.	Black Smith Grade-IV	300.00
13.	Carpenter Grade-II	300.00
1.	Junior Tailoring Mistress	331.00
2.	Meson 1st Class (Forest Deptt.)	331.00
3.	Carpenter Grade-I	331.00
4.	Assistant Chemist	331.00
5.	Foreman	331.00
6.	Assistant Foreman	331.00
7.	Carpenter (1st Class)(Forest Department)	331.00
1.	Investigators	359.00

2.	Auction Recorder	359.00
3.	Computer Operator	359.00
1.	Instructors	390.00
1.	Junior Engineer	420.00
2.	Draftsman	420.00
3.	Draftsman (Arc. Winch)	420.00
4.	Coach	420.00
1.	Hydro geologist	480.00

## PERFORMANCE BANK GUARANTEE

To:  
Director Tourism & Civil Aviation  
SDA Complex, Block No. 28,  
Kasumpti, Shimla-9.

WHERE AS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee] 1 \_\_\_\_\_ [in words], such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] 1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 45 days from the date of expiry of the Defects Liability Period (Refer clause 17 & clause 35 for asphaltic works) .

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

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1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

**PERFORMANCE GUARANTEE TO BE EXECUTED BY  
CONTRACTORS FOR REMOVAL OF DEFECTS**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ one  
thousand nine hundred and \_\_\_\_\_ between

\_\_\_\_\_, Son of \_\_\_\_\_ hereinafter called the Guarantor on the one part) and  
the Governor of H.P. (hereinafter called the Government of H.P. on the other party). WHEREAS THIS  
AGREEMENT is supplementary to a contract (hereinafter called the contract) dated \_\_\_\_\_ and made  
between the GUARANTOR OF THE ONE part and the GOVERNMENT on the other  
part whereby the contractor inter alia undertook to render the buildings and structures in the said contract  
recited completely water and leak proof. AND WHEREAS THE GUARANTEE agreed to give a guarantee to  
effect that the said structure, will remain water and leak proof, for five years from the date of giving of water  
proofing treatment. NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him  
will tender the structures completely leak-proof and the minimum life of such water proofing treatment shall  
be ten years to be reckoned from the date after the maintenance prescribed in the contract. Provided that the  
guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or  
alteration and or such purpose:

(a) Misuse of roof shall mean any operation which will damage waterproofing treatment, like chopping of  
firewood and things of the same nature which might cause damage to thereof.

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

(c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final. During this period  
of guarantee the guarantor shall make good all defects and in case of any defect being found,  
tender the building water roof to the satisfaction of the Engineer-in-Charge at his cost and shall commence  
the work for such rectification within seven days from the date of issue of the notice from the  
Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the  
department by some other contractor at the GUARANTOR's cost and risk. The decision of the Engineer-in-  
Charge as to the cost, payable by the Guarantor shall be final and binding. That if Guarantor fails to execute  
the water proofing or commits breach there under then the Guarantor will indemnify the Principal and his  
successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of  
any default on the part of the GUARANTOR in performance and observance of this supplementary  
agreement. As to the amount of loss and damage and/or cost incurred by the government on the decision of  
the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligor \_\_\_\_\_ and  
by \_\_\_\_\_ and for and on behalf of the Governor of H.P. on the  
day, month and year first above written. Signed, Sealed and Delivered by OBLIGOR in the presence of

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED FOR AN ON BEHALF OF THE Governor of Himachal Pradesh in the presence of

1. \_\_\_\_\_
2. \_\_\_\_\_

Contractor

Competent authority,



## DEPARTMENT OF TOURISM & CIVIL AVIATION

HP.



### Schedule of Quantities

<b>NAME OF WORK</b>	<b>Construction of Proposed Heliport at Shimla, Department of Tourism and Civil Aviation , ( H.P.)</b>
<b>Estimated cost:-</b>	<b>Rs. 5,28,41,007.00</b>
<b>Earnest money:-</b>	<b>Rs. 5.00 lacs</b>
<b>Time:-</b>	<b>Eighteen months</b>

## BOQ

**Name of Work: - Construction of Proposed Heliport at Shimla , Department of Tourism and Civil Aviation , ( H.P.)**

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
	<b>Part A - Civil Works</b>				
1	Cutting work in earth work in all kind of soils i.e. spade work ,pick work, jumper work , soft rock, Hard rock work upto all heights and depth and disposal of excavated earth through manual and mechanical means upto all lead & lift at designated dumping site of M.C. or local bodies as directed by the Engineer Incharge. ( No extra will be paid) including cost of dumping charges	Cum	5812.58		
2	Excavation in foundations, trenches etc, in earth work, such as spade work, pick work and jumper work including hard /soft rock lift upto 1.50 Metres stacking the excavated soil not more than 3 metres clear from the edge of the excavation and then returning the stacked in 15cm. layers, when required in to plinths sides of foundations etc., consolidating each deposited layer by ramming & watering and then disposing of all surplus excavated earth at designated dumping site to all lead and lift. ( No extra will be paid) including cost of dumping charges	Cum	15174.19		
3	Dressing the ground including cutting and filling upto 15 cm. including all lead & lift and as per directions by engineer Incharge.	10 Sqm	497.75		
4	Clearing jungle including uprooting of rank vegetation, grass,brush wood, trees and saplings of girth upto 30 cm. measured at a height of 1 metre above ground and removal of rubbish upto all lead & lift outside the periphery of the area cleared:				
a	Upto 30 cm Girth:	Sqm	5921.61		
5	Filling in plinth with sand under floors including watering, ramming, consolidating and dressing complete and including all lead & lift.	Cum	54.82		
6	Providing form work with steel plates 3.15mm thick welded with angle iron in frame 30x30x5mm.so as to give a fair finish including centring, shuttering, strutting and propping etc. with wooden batterns and ballies, height of the propping and centreing below supporting floor to ceiling not exceeding 4mtrs.and removal of the same for insitu-reinforced concrete & plain concrete including carriage of material upto all lead & lift:				
a	Foundation footings bases of columns and the like and mass concrete.	Sqm	1609.01		
b	Flat Surfaces such as soffit of suspended floor , roofs landings and the like floor etc. up to 200 mm in thickness.	Sqm	273.14		
c	Vertical Surfaces such as walls (any thickness) parrtitions and the like including atached pilasters butteressplinth and string courses and the like.	Sqm	2373.50		
d	Columns / pillars, posts and struts square, rectangular or polygonal in plan	Sqm	777.60		
e	Beams, cantilevers, gurders / lintels sides and soffits of beams beam hounchings cantilivers, bressumers and lintels not exceeding 1.00 m in depth in all height in floor.	Sqm	245.73		
f	Edges of slab and breaks in floor etc.under 20 cm wide.	Rmt	102.26		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
g	Stair cases (except spiral stair case) excluding landing but including preparing of the surface and finishing of nosing upto floor two level.	Sqm	35.96		
7	Providing and laying cement concrete 1:4:8 (1 cement:4 sand:8 graded stone aggregate 40mm nominal size) and curing complete including all lead & lift excluding cost of form work in:				
a	Foundation footings bases of columns and the like and mass concrete.	Cum	336.55		
8	Providing and laying RCC M 25 mix design (1:1:2) as per IS-10262-2009 and curing complete excluding cost of form work and reinforcement upto all heights including carriage of material upto lead and lift:				
a	Foundation footings bases of columns and the like and mass concrete.	Cum	816.89		
b	Columns, pillars, posts and struts in square,rectangular or polgonal in plan	Cum	61.88		
c	Suspended Floor roofs, landing and shelves and and their support balconies, beams girders, bressumers and cantilever up to all floor levels	Cum	67.48		
d	Walls including attached buttersses,pilasters and their caps and bases and string courses etc. upto floor two level:	Cum	250.31		
e	Stair cases (except spiral stair case) excluding landing but including preparing of the surface and finishing of nosing upto floor two level.	Cum	7.19		
9	Providing and laying RCC 1:1.5:3 and curing complete excluding cost of form work and reinforcement for reinforcement concrete work including carriage of material in all lead & lift and as per direciton of Engineer Incharge.				
a	Vertical Surfaces such as walls (any thickness) parrtitions and the like including atached pilasters butteress plinth and string cources and the like.	Cum	13.63		
b	Suspended Floor roofs, landing and shelves and and their support balconies, beams girders, bressumers and cantilever up to all floor levels	Cum	5.77		
10	Providing mild steel /tor steel reinforcement (TATA MAKE TMT Fe 500 make or equivelent ) for RCC work including bending, binding and placing in position complete including cost of binding wire and carriage of material in all lead & lift and as per direciton of Engineer Incharge.	Kg	174630.79		
11	1st class Brick work using common burnt clay building bricks using Cement Mortar 1:4 (1 cement:4 sand) including carriage of material and all lead & lift in:-				
a	Foundation and plinth.	Cum	212.77		
b	Super-structure above plinth level upto floor two level (First Class Bricks) and above.	Cum	38.04		
12	1st class Half brick masonry using Cement Mortar 1:4 (1 cement : 4 sand) including carriage & all lead & lift in common burnt clay building bricks in :-				
a	Foundation and plinth.	Sqm	63.69		
13	First Class Bricks Half brick masonry in super-structure above plinth level upto floor two level and above.	Sqm	120.79		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
14	Random rubble masonry/polygonal rubble masonry (uncoursed/brought to courses) with hard stones of approved quality in foundation and plinth including leveling up with cement concrete 1:6:12 (1 cement :6 sand : 12 graded stone aggregate 20mm nominal size) at plinth level in cement Mortar 1:6(1 cement:6 sand) including all lead and lift.	Cum	497.20		
15	Random rubble dry stone Kharanja (soling) under floor including carriage of material in all lead and lift of materials and as per directed by Engineer Incharge.	Cum	27.96		
16	Stone /Boulder filling under floor dry hand packed including carriage of material in all lead & lift and as per direction of Engineer Incharge	Cum	0.12		
17	Stone work plain in coping plinth cornices, string courses and plinth courses in cement mortar 1:6 (1 cement : 6 sand) including pointing with cement mortar 1:2 (1 cement : 2 sand)	Cum	26.98		
18	Stone work for wall lining etc.(Veneer work) with local stone of 40mm thick, in cement mortar 1:3 (1 cement : 3 sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment including carriage of material in all lead & lift.	Sqm	173.35		
19	Providing First Class Indian teak wood frames of doors, windows, clerestory, windows and other frames wrought,framed and fixed in position including carriage of material in all lead & lift and as per direction of Engineer Incharge.	Cum	2.77		
20	Providing and fixing panelled glazed or panelled and glazed shutters for doors windows and clerestory windows. Including black enamelled iron butt hinges with necessary screws including carriage of material in all lead & lift and as per direction of Engineer Incharge.				
a	40mm thick First Class Indian teak wood.	Sqm	42.66		
21	Providing and fixing wire gauge shutters using galvanised M.S. wire gauge of I.S. gauge designation 85g. With wire of dia 0.56mm for doors, windows and clerestory windows including bright finished black enamelled iron hinges with necessary screws. including carriage of material in all lead & lift and as per direction of Engineer Incharge.				
a	40mm thick , 1st class indian teak wood	Sqm	42.66		
22	Extra for providing and fixing galvanised M.S. wire gauge of I.S. gauge designation no. 140 g to doors, window and clerestory windows with I.S. gauge designation no. 85 G with wire of dia 0.56 mm including carriage of material in all lead & lift and as per direction of Engineer Incharge.	Sqm	36.99		
23	Providing and fixing flush door shutters decorative type core of block board construction with frames of first class hard wood and well matched first class indian teak plyveneering with vertical grains or cross bends and face veneering on both faces of shutter. including carriage of material upto all lead & lift and as per direction of Engineer Incharge.				
a	40 mm thick including black enamelled M.S. butt hinges	Sqm	10.80		
24	Extra for providing lipping with first class Indian teak wood battens 25mm minimum depth on all edges of shutters.	Sqm	16.47		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
25	30mm thick fibreglass reinforced plastic (F.R.P.) flush door shutter in different plain and wood finish made with fire retardant grade unsaturated polyester resin, moulded to 3mm thick FRP laminate all around, with suitable wooden blocks inside at required places for fixing of fittings and polyurethane foam (PUF) / Polystyrene foam to be used as filler material throughout the hollow panel, casted monolithically with testing parameters of F.R.P. laminate conforming to table - 3 of IS: 14856 : 2000,including carriage of material in all lead & lift and as per direction of Engineer Incharge.	Sqm	9.98		
26	Providing and fixing bright finished brass sliding door-bolts (Heavy duty)with nuts and screws etc. complete and as per the direction of the Engineer-In-charge including all lead and lift.				
a	300x15 mm	Each	10.00		
b	200x16 mm	Each	10.00		
27	Providing and fixing 100mm bright finished Brass floor door stopper (Heavy duty) with rubber cushion screws etc. to suit shutter thickness complete including carriage of material in alllead & lift and as per direction of Engineer Incharge.	Each	13.00		
28	Providing and fixing brass Handles transparent or dyed (Heavy duty) to required colour and shade with necessary screws etc complete comply with ISO standard including crriage of material in all lead & lift complete as per detailed dtawings / directions of Engineer In Charge.				
a	150mm	Each	5.00		
b	125mm	Each	13.00		
c	100mm	Each	5.00		
29	Providing fixing bright finished Brass tower bolt (Heavy duty) with screws etc. complete. including crriage of material upto all lead & lift complete as per detailed dtawings / directions of Engineer In Charge.				
a	250x10 mm	Each	6.00		
b	200x10 mm	Each	2.00		
c	150x10 mm	Each	5.00		
30	Providing and fixing bright finished hard drawn hooks and eyes (Heavy duty) and as per the direction of the Engineer-In-charge including all lead and lift.				
a	150 mm	Each	44.00		
31	P/F double action hydraulic floor spring of approved brand and manufacturers (conferming to IS 6315) for Aluminium door including cost of cutting floor as required bending in floors and cover plates etc. complete as per the directions of Engineer In charge including making good the floors and carriage of material.	Each	2.00		
32	Frameless glazed door - Providing and fixing 12mm toughened glass door. The shutter will be fixed on Dorma Patch fitting, Dorma floor spring. set inclusive on top and bottom patch, lock set and floor spring. Rates to be inclusive of all necessary hardware fittings including SS handle, lock, stopper and stay and All complete as per detail drawing, as specified and including carriage of material in all lead & lift and as per direction of Engineer Incharge.	Sqm	4.80		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
33	Extra for superior type of glass used instead of ordinary glass panes in glazed or panelled and clearstory windows including carriage of material in all lead & lift and as per direction of Engineer Incharge.				
a	glass 5.5 mm thick Modi Guard or equivalent	Sqm	36.99		
34	Providing and fixing bison board in ceiling ISI mark of approved quality with butt jointed and nails bison board 8mm thick as per directions of Engineer Incharge including carriage of material in all lead and lift.	Sqm	80.00		
35	Providing and fixing plain square edged cover fillets(beading) 40mmx12mm section with wood screws in ceiling and lining including mitring at junctions including carriage of material upto all lead & lift and as per direction of Engineer Incharge. 1st class deodar wood	Rmt.	20.00		
36	Providing and fixing gypsum board of 12.5mm thk in ceiling (ISI mark) of approved quality as per the drawing, design and directions of Engineer Incharge including carriage of material in all lead & lift.	Sqm	114.24		
37	Providing and fixing wooden plank ceiling with tongued and grooved jointing and wood screws (frame work and cover fillets to be measured and paid for separately) including carriage of material upto all lead & lift and as per direction of Engineer Incharge.				
a	First class Deodar wood 20 mm thick	Sqm	9.76		
38	Providing and fixing readymade pine wood wall panelling 12mm thick in Entrance lobby with 6mm grooves in it as shown in drg. and design over 12 mm waterproof plywood with melamine polish finish including carriage of material in all lead & lift and as per direction of Engineer Incharge.	Sqm	46.12		
39	Providing and fixing anodised aluminium work for door, window, ventilators and partitions with extruded built up standard tubular and other sections of approved make conforming to IS 733 and IS 1285 anodised transparent or dyed to required shade according to IS 1868. (Minimum anodic coating of grade AC 15) fixed with rawlplugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminium sections shall be smooth, rustfree, straight, mitred and jointed mechanically where ever required including cleast angle, aluminium, snap beading for glazing/panelling C.P. brass/stainless steel screws. All complete as per architectural drawings and the directions of Engineer-In-Charge and carriage of materials in all lead & lift.				
a	For doors windows and ventilations and glazed partitions frames.	Kg	43.20		
40	Providing and fixing glazing in aluminium ventilator with PVC / Neoprene gasket etc. complete as per the architrctural drawings including carriage of material upto all lead & lift and as per directions of Engineer in Charge. Glazing with glass panes of 5.50mm thickness (weight not less than 13.75 kg/ sqm.	Sqm	2.16		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
41	Providing and fixing 10mm thick anti skid water proof stain and impact resistant heavy duty vitrified tiles Nitco/Kajaria or its equivalent 600x600mmx10mm manufactured of approved shade and colour in flooring, treads of steps and landings laid over 12mm thick cement mortar 1:3 (1 cement : 3 sand) jointed with cement slurry mixed with pigment to match the shade of tiles as required complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	60.78		
42	Providing and laying Digital tiles (300x600mmx10mm)in coloured of required shade Nitco/Kajaria or equivalent in skirting risers of steps and dados on 12mm thick cement mortar 1:3 (1cement : 3 sand) laid over and jointed with neat cement slurry finished with flush pointing in white cement mixed with pigment of required shade to match the shade of tiles complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	108.91		
43	Providing and laying Duro stone vetrified tiles (300x300mmx8mm) in coloured or of approved shade Nitco/Kajaria or equivalent in flooring, treads of steps and landing laid on a bed of 12mm thick cement mortar 1:3 (1 cement : 3 sand) laid over and jointed with neat cement slurry finished with flush pointing in white cement mixed with pigment of required shade to match the shade of tiles complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	26.66		
44	Providing and laying granite stone ( light grey / Ruby Red) in flooring 20mm (average)thickness base of cement mortar 1:3(1cement: 3 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of granite stone including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	91.78		
45	Providing and laying granite Cobbel stone having size 100x100x100 mm in flooring 20mm (average)thickness base of cement mortar 1:3(1cement: 3 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of granite stone complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	95.41		
46	Providing and laying granite stone in skirting/wall cladding 20mm (average) thickness base of cement mortar 1:3(1cement: 3 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of granite stone complete as per drawing and design including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Sqm	14.14		
47	Providing and laying granite stone 20mm (average) thickness in risers of steps,skirting, dado and pillars including cutting groov for anti skidings laid on 12mm (average)thick base of cement mortar 1:3(1cement: 3 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of granite stone complete as per drawing and design including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Sqm	43.83		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
48	Providing and laying granite stone in border of frame for door and windows 20mm (average) thickness base of cement mortar 1:3(1cement: 3 sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of granite stone complete as per drawing and design including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Sqm	6.06		
49	Providing and fixing 0.60 mm thick prepainted steel sheet (Tata Make) in roofing with hot dipped metallic zinc / aluminium-zinc alloy coated sheet with top coat of regular modified polyster (RNP) organic coating of 20 microns over 5 microns primer coating to back coat of polyster of 5 mocrons over 5 microns primer coating including fixing with self driven steel screws with prepainted washers complete with all accesoriees as required including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	212.59		
50	Providing and fixing ridges or hips 60 cm overall with 0.60mm thick prepainted steel sheets in roofing withhot dipped metallic zinc / aluminium-zinc alloy coated sheet with top coat of regular modified polyster organic coating of 20 microns over 5 microns primer coating + back coat of polyster of 5 microns over 5 microns primer coating i/c fixing with prepaintedself driled screws & prepainted G.I. washers complete with all accessories as required including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Rmt.	30.38		
51	Providing and fixing valleys 60 cm overall with 0.60mm thick prepainted steel sheets in roofing withhot dipped metallic zinc / aluminium-zinc alloy coated sheet with top coat of regular modified polyster organic coating of 20 microns over 5 microns primer coating + back coat of polyster of 5 microns over 5 microns primer coating i/c fixing with prepainted iself driled screws & prepainted G.I. washers complete with all accessories as required including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Rmt.	22.38		
52	Providing, fixing M.S. BP Sheet 1.66mm to 2mm thick in eaves board/fascia/soffits/ceiling including cutting, fixing and welding to steel roof members and applying a coat of red lead primer complete as per the instruction of Engineer including carriage of material up to all lead & lift and as per direction of Engineer in charge.	sqm	13.67		
53	Providing and fixing 15 cm. wide 45 cm. overall semicircular plain G.I. sheet gutter with steel sections with self driven screws and washers etc. including making necessary connections with rain water pipe complete as per design including carriage of material in all lead & lift but excluding the cos of steel 0.60 mm thick sheet and as per direction of Engineer In charge	Rmt	22.38		
54	Providing and fixing phenals 3" x 1'6" of 1st class deodar wood as per Architectural drawings and design on top edges of roof as per design / directions fixed compelete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Each	22.00		
55	Providing and laying of brick bat filling of nominal size in sunken portion in position to fill the portion including all kinds of leads, lifts and carriage etc. complete in all respects as per directions / entire satisfactions of the Engineer In Charge	Cum	3.96		



Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
56	Designing, providing and laying proprietary chemical water proofing system consisting of polymer modified acrylic coating as approved by the Consultant and as recommended by the approved manufacturer of waterproofing coating and treatment consists of following.The work shall include Cleaning, Wire brushing & washing the entire surface area to remove old loose concrete / mortar, set slurry, nails, bitumen, oils & grease so as to make the surface totally dust free to receive the treatment, grouting porous surfaces including making 'V' grooves at junctions, cracks etc.Filling of cracks with Pressure grouting at construction joints or honeycombs with approved non shrink Cementitious grout by mixing – 1 pouches (225 gms.) (Cebex 100 Fosroc) of shrinkage compensating admixture / as approved and 50 kgs of cement and sufficient water for flow ability, Grouting the same under pressure in pre-drilled holes by grouting pump after fixing PVC Nozzles at approved spacing etc. complete.Prepare a side vata/gola of 50X50 mm at the junction using polymer modified mortar.Providing and applying 3 coats of polymeric waterproofing coating mixed with cement. After proper surface preparations apply three coats of highly flexible polymeric coating as specified by the manufacturer. Mix it using mechanical stirrer. Apply three coats at an interval of min 12-24 hrs between each coat as per manufacturers specifications with approved termination details. Further including horizontal surface protected with 20mm screeding in 1:4 mortar (1 cement : 4 sand)in proper gradient and vertical surface (wall) plastered with cement, sand mortar in ratio 1:4 (1 cement : 4 sand), finished in ready to receive Architectural finish, in correct line, level and plumb, curing, grouting, testing, etc. all complete to entire satisfaction of the EIC, work shall be tested by ponding water about 200mm for 72 hours, contractor to provide guarantee for 10 years Rs.100/- stamp paper in approved proforma. (Location : Toilets, Domestic Water Tanks, Fire Water Tanks, Balcony, utility, kitchen)(Makes of water proofing treatment materials -BASF, Sika, Cico-Tapecrete, Fosroc,Pidilite or equivalent)				
a	For depresson portion of toilets only complete as per specifications and direction of the Engineer In Charge including carriage of materials in all lead & lift.	Sqm	19.78		
57	Steel work welded in built up sections, / hollow Section (Tata/SAIL)trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of red lead paint including carriage of material upto all lead & lift and as per direction of Engineer Incharge.				
a	In trusses and trussed purlin in buildings.	Qtl	53.15		
b	In gratings framed guard bars, ladders, railling,brackets and similar works.	Qtl	92.82		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
58	Providing and fixing of Stainless Steel (Grade 304 with Brush Finish) Staircase Railing as per details drawing and desugb of KICH make Top mounted square baluster system with Horizontal Members (model no. DT31-1-163) with top brackets, middle member connector, mounting system, base fitted with cover cap, top railing pipe is of 50mmx50mm square and three nos of middle pipes of 38mm dia pipes and anchoring to grainate steps, chemical grouting of bolts and all fittings including all members and labour as directed by the engineer in charge and making the surface in good condition. The top of the railing pipe is of 50mm dia including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Rmt	15.20		
59	Applying one coat of Acrylic primer (Spectrum or equivalent of Superior quality) on new concrete/masonry/plastered surfaces after and including preparing the surface by thoroughly brushing the surface free from mortar droppings and other foreign matters, sand papering the surface smooth including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	1922.81		
60	Applying Birla white wall care putty over plaster surface after thoroughly brushing the surface free from mortar foreign matters sand papered smooth to give final matter finish to the surface complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	1922.81		
61	Providing and applying Lustre paint to walls of approved colour & shade of Asian Paints or equivalent, cleaning the surface and make it free from dust by scrapping, cleaning etc., including application of primer coat over the same; application of minimum two or more coats of lustre paint upto the desired finish of the Engineer In Charge and protecting till the handing over of site including required scaffolding, cleaning, filling up cracks with approved crack filler etc. entire satisfaction of the Engineer In Charge including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	1275.97		
62	Finishing wall with weather proof exterior grade emulsion of approved design (Apexultima) or its equivalent on undecorated wall surfaces (two coats) to give an even shade and final finish after thoroughly cleaning the surface to remove all dirt, dust and other foreign matter etc including sand paper smooth complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	646.84		
63	Applying priming coat over new wood and wood based surfaces of Asian/Nerolec after and including preparing the surface by thoroughly cleaning oil,grease,dirt and other foreign matter) sand papering and knotting including carriage of material upto all lead & lift and as per direction of Engineer Incharge.				
a	Readymixed paint brushing wood primer pink	Sqm	80.00		
64	Painting two coats(excluding coat) on new wood and wood based surface with enamel paint of Asian/Nerolec to give an even shade including cleaning the surface of dirt,dust and other foreign matter,sand papering & stoping and carriage of material in all lead & lift.				
a	With enamel paint other than white	Sqm	80.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
65	Polishing two or more coats with malamine polish of required shade on new wood and wood based surfaces to give an even surface including cleaning the surface of all dirt, dust and sand papered smooth and including a coat of wood filler including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	80.00		
66	6mm thick Cement plaster to ceiling including sides and bottom of beams, soffits of stairs, ramps etc. with cement mortar 1:3 (1cement : 3 fine Sand) including curing and carriage, leads of all kinds of materials and scaffoldings etc. complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	524.69		
67	15mm cement plaster in single coat on fair side of brick/concrete/stone walls for interior plastering upto floor two level and above including arrises, internal rounded angles, chamfers and/or rounded angles not exceeding 80mm in girth and finished even and smooth. complete including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	2947.07		
68	20mm cement plaster in single coat on fair /rough side of brick/concrete/stone walls for interior plastering upto floor two level and above including arises, internal rounded angles, chamfers and/or rounded angles not exceeding 80mm in girth and finished even and smooth in cement mortar 1:6 ( 1 cement : 6 sand) above floor two and above floor two level including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm	880.30		
69	Providing under layer for plinth protection of 75 mm thick (unconsolidated) bed dry brick/stone aggregate 40mm nominal size well rammed and consolidated and grouted with fine sand including preparation of ground. including carriage of material in all lead and lifts	Sqm	57.00		
70	Providing plinth protection 50mm thick in cement concrete 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size) including carriage of material in all lead and lifts	Sqm	57.00		
71	Supplying and fixing wovenplains G.I. wire fencing of mesh 50mm to 150mm to any type of standard rails, straining bolts. etc. including provision of binding wire, staples etc.including carriage of material in all lead and lifts	Sqm	450.00		
72	Providing and fixing garden benches as per drawings and design including carriage of material upto all lead & lift and as per direction of Engineer Incharge.				
a	<b>Type 1</b>	Each	5.00		
	Size: 60"(L) x 27"(W) x 32"(H)				
	Seat Height: 16"				
	3 Seater Bench				
	Cast Iron Bench with Mild Steel or				
	Wooden Slats				
b	<b>Type 2</b>	Each	5.00		
	Size: 54"(L) x 18"(W) x 23"(H)				
	Seat Height: 16"				
	3 Seater Bench				
	Cast Iron Bench with Mild Steel or				

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
	Wooden Slats				
73	Providing and fixing dustbin as per drawings and design including carriage of material upto all lead & lift and as per direction of Engineer Incharge. Dustbin-square twin	Each	8.00		
74	Grassing with 'Doob' grass including watering and maintenance of the Lawn for 30 days or more till the grass from a thick lawn free from weeds and fit for moving including supplying good earth if needed ( the good earth shall be paid for separately) including carriage & all lead & lift of materials and as per directed by engineer				
a	In rows 5.0 cm. Apart in either direction.	Sqm	1002.80		
75	Supplying and stacking of good earth at site and Spreading good earth in required thickness including carriage & all lead & lift of materials and as per directed by engineer	Cum	953.56		
76	Supplying and stacking at site dump manure from approved sources and also Spreading sludge dump manure in required thickness (duly screened through specified sieve) including carriage & all lead & lift of materials and as per directed by engineer	Cum	476.78		
77	Planting permanent hedges including digging of trenches, 60 cm wide and 45 cm deep, refilling the excavated earth mixed with farmyard manure, supplied at the rate of 4.65 cum per 100 metres and supplying and planting hedge plants at 30 cm apart including carriage of material in all lead & lift.	Meter	182.00		
78	Supply & Plantation of selected specimen plants including mortality replacement, loading-unloading, transportation and maintenance for 30 days after planting the plants including carriage of material & all lead & lift of materials and as per directed by engineer				
a)	Caryota Palm 10'-12'	each	4.00		
b)	Cycus revolata 3'-4" Dia	each	4.00		
c)	Fern 12"	each	4.00		
d)	AZALIA 300 MM	each	4.00		
e)	CAMALIA 300MM	each	4.00		
f)	Rhododendron 300mm	each	4.00		
g)	Hydrangia 300mm	each	4.00		
h)	Ranunculus 300mm	each	8.00		
i)	Jasmine creeper 300mm	each	8.00		
j)	Pentas 300mm	each	8.00		
k)	JUNIPEROUS Chinensis 1000mm	each	8.00		
l)	Bignonia Vesusta Creeper 300mm	each	4.00		
m)	Clerodendron Spendense 300mm	each	4.00		
n)	Euphorbia milli 300mm	each	4.00		
o)	Tabermontana Coronaria Variegated 600mm	each	8.00		
p)	Hammelia Patens 600mm	each	8.00		
q)	Bauganvillea Creeper 300mm	each	8.00		
r)	Seasonal Flower Bed	Sqm	240.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
79	Excavation in earth& stone work for roadway in hard or soft soil of any other type with hydraulic excavator 0.9 cum bucket capacity including cutting and loading in tippers and disposal of excavated earth in all lead & lift to designated site of M.C. Shimla, trimming of bottom and side slopes in accordance with requirements of lines, grades and cross-sections as per Technical Specification Clause 302.3.6 and as per direction of the Engineer Incharge.	Cum	1415.40		
80	Granular Sub-base with Well Graded Material (Table 400.1)				
a)	By Mix in Place Method				
	Construction of granular sub-base by providing well graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per Technical Specification Clause 401 and as per direction of the Engineer Incharge and carriage of material in all lead & lift.				
(i)	For Grading I Material	Cum	886.05		
(ii)	For Grading II Material	Cum	178.35		
(iii)	For Grading III Material	Cum	178.35		
81	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and Technical Specification Clause 406.and as per direction of the Engineer Incharge and carriage of material in all lead & lift.	cum	886.05		
82	Providing and applying tack coat with bitumen emulsion on prepared surface of bituminous base including cleaning of road surface and spraying primer @ 0.20 Kg per sqm using mechanical means including carriage of material upto all lead & lift and as per direction of Engineer Incharge.	Sqm.	6570.00		
83	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75tonne per hour using crushed aggregate of specified grading, premixed with bituminous binder @ 4.0 to 4.5% by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finished with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratoyr and tandom rollers to achieve the desired compaction as per MoRT&H specification clause507 complete in all respects including carriage of material upto all lead & lift and as per direction of Engineer Incharge. 50mm thick	Cum	164.25		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
84	Providing and laying bituminous concrete with 100-120TPH batch type hot mix plant producing an average output of 75tonne per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6% mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alginment , rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H specifications Clause 509 complete in all respects including carriage of material upto all lead & lift and as per direction of Engineer Incharge. 30mm thick	cum	98.55		
85	Providing and fixing of retroreflectorised cautionary, mandatory and informatory sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3 fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawing & design and Technical Specification Clause 801 also including carriage of material in all lead & lift.				
a	600 mm x 600 mm square	Each	20.00		
86	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement : 3 coarse sand ) including making joints with without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete including painting etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineerin- charge) complete as per approved sample and as per the direction of the Engineer Incharge.	Cum	35.88		
87	Providing and Fixing of Ready made Pre fabricated Security Cabin ( 4'-0"x4'-0"x7'-0") as per architectural drawing & design including carriage of material upto all lead & lift and as per direction of Engineer Incharge.				
a	READYMADE SECURITY CABIN (4'0"x4'0"x7'0") (AFG OR EQIL)	Each	1.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
	<b>Part B - Water Supply and Sanitary Installation</b>				
88	Providing and fixing to wall ceiling and floor galvanized mild steel tubes (Medium Grade) tube fittings and clamps as per IS code including making good the wall ceiling and floor including carriage of material in all lead & lift (Tata make)..				
	a) 15mm nominal size	Rmt	50.00		
	b) 20mm nominal size	Rmt	30.00		
	c) 25mm nominal size	Rmt	20.00		
89	Providing and fixing in tranches galvanized mild steel tubes (Medium Grade) as per IS Code tube fitting excavation for tranches will be measured and paid saprately including carriage of material up to all lead & lift and as per direction of Engineer Incharge. Jindal/Tata make or equivalent.				
	a) 25mm dia	Rmt	30.00		
	b) 20mm dia	Rmt	30.00		
90	Providing and fixing M.I. Union (ISI Mark) including carriage of material up to all lead & lift and as per direction of Engineer Incharge.				
	i) 15 mm dia	Each	10.00		
	ii) 20 mm dia	Each	5.00		
	iii) 25 mm dia	Each	5.00		
91	Providing and fixing brass full way valve with wheel including carriage of material up to all lead & lift and as per direction of Engineer Incharge.				
	a) With water storage 15mm size	Each	4.00		
	b) 20mm nominal bore	Each	1.00		
	c) 25mm nominal bore	Each	1.00		
92	Providing and fixing 150 mm X 6 Kgf pvc Poly plast sewerage pipe of working pressure not less than 4.5 kg per square cm. (Four point five kilogramme per square cm.) including filling the joints with approved adhesive complete including carriage of material up to all lead & lift and as per direction of Engineer Incharge.				
a)	150mm dia	Rmt.	45.00		
93	Providing and fixing 6 Kgf pvc Poly plast sewerage pipe of working pressure not less than 4.5 kg per square cm. (Four point five kilogramme per square cm.) including filling the joints with approved adhesive complete				
a	75 mm nominal size	Rmt	45.00		
b	110mm nominal size	Rmt	155.00		
94	Providing and fixing high pressure PVC fitting & accessories of phenolix/D Plast, including fixing the same with approved adhesive etc. including carriage of materials in all lead & lift.				
	<b>a) Plain bend</b>				
	i) 75mm dia	Each	12.00		
	ii) 110mm dia	Each	8.00		
	iii) 150mm	Each	6.00		
	<b>b) Door bend</b>				

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
	i) 75mm dia	Each	2.00		
	ii) 110mm dia	Each	2.00		
	iii) 150mm	Each	1.00		
	<b>c) Single equal junction of</b>				
	i) 75 mm dia	Each	8.00		
	ii) 110 mm dia	Each	6.00		
	<b>d) Pvc Collar</b>				
	i) 75 mm dia	Each	6.00		
	ii) 110 mm dia	Each	5.00		
	iii) 150mm	Each	3.00		
	<b>e)Pvc Cowl</b>				
	i) 75 mm	Each	2.00		
	ii) 110 mm	Each	2.00		
	iii) 150mm	Each	1.00		
	<b>f) Tee</b>				
	i) 75 mm	Each	6.00		
	ii) 110 mm	Each	6.00		
	iii) 150mm	Each	6.00		
	<b>g)Clamps</b>				
	i) 75 mm	Each	6.00		
	ii) 110 mm dia	Each	6.00		
	iii) 150mm	Each	1.00		
95	Providing and fixing PVC floor trap of Phenolix/D Plast of self cleaning design with C.P screwed down or hinged grating with or without vent arm complete including fixing the smae with adhesive and cost of cutting and making good the walls and floors 110 mm niminal diameter including carriage of material in all lead & lift.	Each	10.00		
96	Providing connection from 25 mm to 40 mm pipe including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	1.00		
97	Providing and fixing PVC connections pipe with brass unions 45cm length 15 mm nominal bore of standard make including carriage of material in all lead & lift.	Each	12.00		
98	Providing and fixing vitreous wash down Cera Make cat no s1012136 or equivalent white colour studio set along with C.P. JET ,SEAT COVER, CISTERN and twin flushing valves etc. complete in all respect, water closet ( European Type - WC pan) with integral 'p' or 's' trap including jointing the trap with soil pipe in cement mortar 1:1 ( one cement, one sand) (with cistern, seat cover and flush fitting) Star White including carriage of materials upto all lead & lift and as per direction of Engineer In charge.( snow white)	Each	4.00		
99	Providing and fixing wash basin with pedastal Cera Cat. No. s2040103,550x400mm or equivalent including carriage of materials up to all lead & lift and as per direction of Engineer In charge.	Each	4.00		



Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
100	Providing and fixing 15 mm nominal size Basin Mixer Cera Cat. No.F1014451 or equivalent with 450mm braided connection pipe including carriage of material upto all lead & lift and as per direction of Engineer Incharge. .	Each	4.00		
101	Providing and fixing steel sink of Cera Make cat no. B4621102or equivalent of approved design size: (a) 610mmx455mmx225mm including carriage of materials up to all lead & lift and as per direction of Engineer Incharge.(Darby lite)	Each	1.00		
102	Providing and fixing CP Sink Mixer Cera make Cat. No.F1014501 or equivalent with 150mm long swivel spout, connecting legs and wall flange including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	1.00		
103	Providing and fixing C.P.Brass chain 50 cm long and rubber plug of following sizes for sink or wash basin.(32 mm dia) including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	1.00		
104	Providing and fixing wall mixer Cera make Cat. No.F1014401 or equivalent with bend pipe for over head shower including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	2.00		
105	Providing and fixing Urinal with senser size(mm) 320 X 300 X 525mm Cera make or equivalent Cat No. S4010102 including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	1.00		
106	Providing and fixing Rubber plug sink for wash basin.(32 mm dia) including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	4.00		
107	Providing and fixing 100mm PVC P or S Trap for water closet including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	8.00		
108	Providing and fixing bottel trap with fully casted body (with integral partition ) 32mm with 190 and 125mm long connecting pipes and wall flang Cera make Cat. No.F8060101 equivalent including carriage of material upto all lead & lift and as per the direction of Engineer -in-charge	Each	4.00		
109	Providing and fixing C.P.Brass Towell rail Rack Cera Cat No. F5003101 or equivalent complete with C.P. Brass brackets fixed to wooden plugs with C.P. Brass (600mmx20mm). including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	2.00		
110	Providing and fixing CP brass liquid soap dispenser Cera make Catalog No. F5002111 or equivalent with CP brass brackets fixed to wooden cleats with CP brass screws including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	2.00		
111	Providing and fixing CP brass waste for wash basin or sink Cera make cat no F8050102 or equivalent 32 mm dia with half thread 32mm including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Each	4.00		
112	Providing and fixing 500 x 700 mmX5mm Readymade mirror of superior glass mounted on wodden plugs Cera make cat no B3510112 or equivalent with C.P. brass screws including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Each	4.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
113	Providing and fixing CP brass soap dish Cera make cat no F5002106 or equivalent with CP brass brackets fixed to wooden cleats with CP brass screws including carriage of material to all lead & lift and as per direction of Engineer Incharge.	Each	4.00		
114	Providing & Fixing in position best Indian make coat and hat robe hooks fixed into wall with c.p. brass screws and rawl plugs etc. complete including cutting and making good the walls etc.including carriage of material up to all lead & lift and as per direction of Engineer Incharge.				
a)	C.P. Brass coat and hat robe hook Two way Cera Make Cat No. F5002108 or equivalent	Each	4.00		
115	Providing and fixing C.P. Paper Holder Cera make Cat No. F5007110 or equivalent including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	4.00		
116	Providing and fixing C.P. Grab bar Cera Make Catalog No. B2210105 or equivalent 350mm long including carriage of material upto all lead & lift.	Each	4.00		
117	Providing and fixing CP brass bib tap with capstan head 15mm dia (Cera make Cat No. F1014152) or equivalent with wall flange and areator including carriage of material in all lead & lift and as per direction of Engineer Incharge. ( Long nose)	Each	4.00		
118	Providing and fixing CP brass bib tap with capstan head 15mm dia (Cera make Cat No. F1014151) or equivalent with wall flange and areator including carriage of material in lead & lift and as per direction of Engineer Incharge. (short body)	Each	4.00		
119	Providing and fixing 32 dia P.V.C. waste pipe fo approved quality for wash basin and sink including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Each	12.00		
120	Providing and fixing S.S rail handle 32 mm dia including carriage of material upto all lead & lift and as per direction of Enigneer Incharge.	Each	2.00		
121	Providind and fixing 15mm nominal size Pillar cock (Cera Make Cat. No. F1014101) or equivalent with aerator including carriage of material upto all lead & lift.	Each	4.00		
122	Providing and fixing 15mm nominal size CP brass angle valve/ Stop Cock Cera Make Cat No. F1014201 or equivalent with flange including carriage of material to all lead & lift and as per direction of Engineer Incharge.	Each	8.00		
123	Providing & Fixing C.P. Towel Ring Cera Make Cat No.F5002105 including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Each	2.00		
124	Providing and fixing 100mm dia C.P. Grating of approved make including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	12.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
125	Constructing manhole with RCC top slab in 1:2:4 ( 1 cement : 2 sand : 4 graded stone aggregate ) 20mm nominal size foundation concrete 1:4:8 ( 1 cement : 4 sand : 8 graded stone aggregate 40mm nominal size) inside plastering 15mm thick with cement mortar 1:3 ( 1 cement : 3 sand) finished with afloat coat of neat cement and making channels in cement concrete 1:2:4 ( 1 cement : 2 sand : 4 graded stone aggregate 20mm nominal size) finished smooth complete including curing and testing including carriage of material in all lead & lift.				
	a) Inside size 800x800x500mm deep including C.I. cover with frame (Light duty single seal : Pattern) 460mmx 610mm integral dimensions total weight of cover and frame to be not less than 38 kgs (weight of cover 23kg and weight of frame 15 kg with 200mm thick walls of brick masonry using common burnt clay building bricks in cement mortar 1:3 ( 1 cement : 3 sand) including carriage of material in all lead & lift.	Each	5.00		
126	Constructing masonry Chamber 30x30x50 cm inside, in brick work in cement mortar 1:6 (1 cement : 4 coarse sand) for sluice valve, with C.I. surface box 100mm top diameter, 160 mm bottom diameter and 180 mm deep ( inside) with chained lid and RCC top slab 1:2:4 mix ( 1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size ) , i/c necessary excavation, foundation concrete 1:4:8 (1 cement : 4 fine sand : 8 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:6 (1 cement : 6 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design including carriage of material up to all lead & lift and as per direction of Engineer Incharge.	Each	5.00		
127	Fixing water meter and stop cock in G.I. pipe line including cutting and threading the pipe and making long screws etc. complete (cost of water meter and stop cock to be paid separately).including carriage of material upto all lead & lift and as per the direction of Engineer -in-charge	Each	1.00		
128	Supplying in cast iron cover with frame for man holes for frame of internal dimension 460x610mm rectangular CI cover (light duty single sear pattern -I)the weight of cover to be not less than 23 Kg including carriage of material upto all lead & lift and as per direction of Engineer Incharge	Each	14.00		
129	Providing and laying semicircular SW pipe 150mm dia of approved make over a bed of CC 1:2:4 including jointing the SW pipe with each other in drain within RR Masonry /cc edge wall including carriage of material upto all lead & lift and as per direction of engineer Incharge.	Rmt.	10.00		
130	Providing, placing and fixing on terrace (at all floor levels) polyethylene water storage tank IS :12701 marked,(Sintex or equivalent three layer) weight not less than 64 kg with cover and suitable locking arrangement, and making necessary holes for inlet, outlet and overflow pipe, and with fitting complete, (UV protected, rounded corneer maked with month and year of manufacturer extra ribs on top and horizontally for greater strength) and as per specification, height etc. complete including carriage of material upto all lead & lift and as per the direction of Engineer -in-charge (1000 Ltrs. Capacity)	Each	4.00		
<b>ELEVATOR / LIFT</b>					

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
131	Supplying, Installation, Testing and Commissioning (SITC) of lift for vertical circulation (6 Nos. passanger with 1 stoppages), as per HP lift act 2007 with lift (H) stainless steel make of OTIS / JONSAN / THYSEEN CORPP / SCHINDLEER or equivalent make, in fully automatic, gearless and machine rommless with pit depth of required depth for each as per code detail code IS norms & BOCW Rules 1998 with one year AMC including carriage of material upto all lead and lift and as per direction of Enginner in Charge.				
a	Sizes : 1350 x 1500 mm , Capacity : 450 kg to 600 kg (Elevator Passanger 6 nos.)	Each	1.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
	<b>Part-C : ELECTRICAL WORKS</b>				
132	Wiring for Light point/fan point/exhaust fan point/ call point with 1.5 Sq. mm PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit with heritage series switch , plates , suitable G.I. box and earthing the light point with 1.5 sq. mm. HRFRLS/PVC insulated single core copper conductor cable as required including carriage of material in all lead & lift. (SSK, Legrand make or equivalent)				
	a) Group A.	point	30.00		
	b) Group C.	point	65.00		
133	Wiring for twin control light point with 1.5 Sq. mm. PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit, with 2-way modular switch, modular plates, suitable G.I. box and earthing the light point with 1.5 Sq.mm. HRFRLS/PVC insulated single core copper conductor cable as required including carriage of material in all lead & lift. (Legrand/Havells/North-Star make/ Greatwhite or equivalent make)				
	Group C.	point	2.00		
134	Supplying and fixing stepped type Modular fan regulator on the existing modular box including making connections etc. as required (Legrand/Havells/North-Star make / Greatwhite or equivalent make) including carriage of material in all lead & lift.	Each	4.00		
135	Supplying and fixing following rating Modular switch /socket in the existing switch box / cover plate including connections etc. as required including carriage of material in all lead & lift. (Legrand/Havells/North-Star Greatwhite or equivalent make)				
	a) S.P. 5/ 6 Amps one way Modular switch.	Each	12.00		
	b) 5 pin, 5/ 6 Amps Modular socket outlet.	Each	12.00		
136	Supplying and fixing G.I. Modular box of (140mmx78mmx50mm) size with modular plate and cover in recess including providing and fixing 5 pin 5/6 amps modular socket outlet and 5/6 amps, modular switch, connections etc. as required including carriage of material in all lead & lift. (Legrand/Havells/North-Star make Greatwhite or equivalent make)	Each	10.00		
137	Supplying and fixing G.I. Modular box of (140mmx78mmx50mm) size with modular plate and cover in recess including providing and fixing 6 pin 15/16 amps modular socket outlet and 15/16 amps, modular switch, connections etc. as required including carriage of material in all lead & lift. (Legrand/Havells/North-Star make Greatwhite or equivalent make)	Each	12.00		
138	Supplying and fixing Bakelite batten holder including connections etc. as required including carriage of material in all lead & lift. (Anchor, cona,L&T,Goldmedal) or equivalent mke)	Each	1.00		
139	Supplying and drawing LAN cable CAT 5E/OFC, solid copper conductor protected with PVC sheath in the existing surface / recessed, steel / PVC conduit as required. (Havells/Greatwhite/Finolex/RR Cable make or its equivalent make.	Meter	120.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
140	Wiring for circuit/sub-main with following size PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit along with 1 No. HRFRLS/PVC insulated single core copper conductor cable of same size for earthing as required including carriage of material in all lead & lift. Havells/Greatwhite/Finolex/RR Cable make or its equivalent make)				
a	2x1.5 Sq. mm.	Meter	24.99		
b	2x4.0 Sq. mm.	Meter	117.10		
c	2x6.0 Sq. mm.	Meter	18.98		
141	Wiring for circuit/sub-main with 4x4 sq.mm PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit along with 2 No. 4 sq.mm (4x4+2x4)HRFRLS/PVC insulated single core copper conductor cable of same size for earthing as required including carriage of material in all lead & lift. (Havell,s/Plaza/Finolex/RR Cable or equivalent make)	Meter	20.00		
142	Wiring for circuit/sub-main with 4x6sq.mm PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit along with 2 No. 6 sq.mm (4x6+2x6)HRFRLS/PVC insulated single core copper conductor cable of same size for earthing as required including carriage of material in all lead & lift. (Havells/Greatwhite/Finolex/RR Cable or its equivalent make)	Meter	5.00		
143	Wiring for circuit/sub-main with 4x10 sq.mm PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit along with 2 No. 10 sq.mm (4x10+2x10)HRFRLS/PVC insulated single core copper conductor cable of same size for earthing as required including carriage of material in all lead & lift. (Havells/Greatwhite/Finolex/RR Cable or its equivalent make)	Meter	5.00		
144	Supplying and fixing of following sizes of PVC conduit along with the accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required including carriage of material in all lead & lift. (D-Plast, Polyfit or equivalent make)				
a)	20 mm. dia	Meter	45.00		
b)	25 mm. dia	Meter	35.00		
c)	32 mm. dia	Meter	20.00		
145	Supplying and erection of 6 amps. to 32 amps. rating, 10 KA breaking capacity, 240 volts, 'C' curves, miniature circuit breaker of following poles in the existing MCB DB complete with connections etc. as requiredincluding carriage of material in all lead & lift. (Legrand/Havells/C&S or equivalent make)				
	Single pole. Cat-A.	Each	46.00		
146	Supplying and erection of40/50/63 amp.. rating, 10 KA breaking capacity, 240 volts, 'C' curves, miniature circuit breaker of following poles in the existing MCB DB complete with connections etc. as required including carriage of material in all lead & lift.. Legrand/Havells/C&S or equivalent make)				
a	Double pole. Cat-A.	Each	6.00		
b	Triple Pole and neutral Cat-A	Each	1.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
147	Supplying and fixing following rating, Four pole (three phase & neutral) 415volts, residual current circuit breaker (RCCB), having a sensitivity current up to 300 mili-ampears in the existing MCB DB complete with connections, testing and commissioning etc. as required including carriage of material in all lead & lift. (Legrand/Havells/C&S or equivalent make)				
a	40 Amps. Cat-A.	Each	2.00		
b	63 Amps. Cat-A.	Each	1.00		
148	Supplying and fixing of following way, single pole and neutral sheet steel MCB distribution board, 240 volts, on surface / recess, complete with tinned copper bus- bar, wire-set, neutral link, earth bar, din-bar, detachable gland plate, blanking plate, cable, identification labels interconnections, phosphatized and powder painted, including earthing etc. as required including carriage of material in all lead & lift. (Legrand/Havells/C&S or equivalent make)				
a	Double door-4 way	Each	2.00		
b	Double door-6 way	Each	1.00		
c	Double door-8way	Each	2.00		
149	Supplying and fixing of following way, triple pole and neutral sheet steel MCB distribution board, 415volts, on surface / recess, with provision for 4-pole MCB/RCCB/RCBO as incomer and SP MCBs as outgoing, complete with tinned copper bus- bar, wire-set, neutral link, earth bar, din-bar, detachable gland plate, blanking plate, cable, identification labels interconnections, phosphatized and powder painted, including earthing etc. as required including carriage of material in all lead & lift. (Legrand/Havells/C&S or equivalent make)				
a	Double door-4 way (8+12),horizontal type	Each	1.00		
b	Double door-8way (8+24),horizontal type	Each	1.00		
150	Providing, installing, testing and commissioning of ceiling fan and regulator, including wiring, the down road of standard length(up to 30 Cm.) with 1.5 Sq.mm. PVC insulated copper conductor single core cable etc. as required including carriage of material in all lead & lift. (Usha/Baja/Havells/Khaitan or equivalent make)				
a	Ceiling Fan 1200 mm sweep, category-A	Each	2.00		
b	Ceiling Fan 1400 mm sweep, category-A	Each	2.00		
151	Providing and installation of exhaust fan of following sizes in the existing opening, including making the hole to suit the size of the above fan, making good the damages, connections, testing and commissioning etc. as required including carriage of material in all lead & lift. (Usha/Baja/Havells/Khaitan or equivalent make)				
a	Exhaust Fan, Light duty, 300 mm sweep	Each	2.00		
b	Exhaust Fan, Heavy duty, 300 mm sweep	Each	1.00		
152	Providing and installation of stationary storage type Electric water heater (Geyser) of various sizes by means of Expansion-bolts with nuts and washers, including embedding of expansion-bolts in the wall, providing and fixing of Non-return valve, Dead weight safety valve, 2 No C.P. connection rods 18" long, making good the damages, electrical connections, safety valve connections, testing and commissioning etc. as required including carriage of material in all lead & lift. (Bajaj/Recold/Sparehot/Havells or equivalent make).				
	35 Liter capacity water heater (Cat-A)	Each	1.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
153	Supplying & fixing of G.I. modular boxes of following sizes along with modular base and cover plate for modular switches in recess as required including carriage of material in all lead & lift. (Legrand/Havells/North-Star/Greatwhite or equivalent make)				
	2 modules (78mmx78mmx50mm)	Each	12.00		
154	Supplying and fixing following rating Modular switch /socket in the existing switch box / cover plate including connections etc. as required including carriage of material in all lead & lift. (Legrand/Havells/North-Star/Greatwhite or equivalent make)				
a	Telephone socket outlet, Modular.	Each	4.00		
b	TV. Socket outlet, modular.	Each	2.00		
155	Supplying and drawing following pair of Fire Retardant, PVC insulated 0.5 sq.mm. (FR-Flexible) copper conductor, flat, unarmored, telephone cable in existing surface / recessed, steel / PVC conduit as required including carriage of material in all lead & lift. (Havells/Plaza/Finolex/RR Cable/ Greatwhite or equivalentmake)				
a	1 Pair	Meter	60.00		
b	3 Pair	Meter	20.00		
156	Supplying and drawing co-axial TV cable, RG-6 grade, 0.7mm (75 Ohms) copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed, steel / PVC conduit as required including carriage of material in all lead & lift. (Havells, Plaza/Finolex/RR Cable or equivalent make)	Meter	20.00		
157	Supplying and fixing Ding-Dong / Electronic musical bell, suitable for D.C./A.C. single phase, 230 volts complete as required including carriage of material in all lead & lift. (Legrand equivalent make)	Each	2.00		
158	Earthing with G.I earth pipe 4.5 meter. And 40 mm dia., including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc including carriage of material in all lead & lift. ( but without charcoal or coke and salt ) complete as required.	Set	2.00		
159	Extra for using salt and charcoal for G.I. or copper plate earth electrode complete as required including carriage of material in all lead & lift.	Set	1.00		
160	Supplying and fixing copper tape 20mmx3mm thick on parapet or surface of wall for lightning conductor as required ( for horizontal run) including carriage of material in all lead & lift.	Meter	12.00		
161	Supplying and fixing copper tape 20mmx3mm thick on parapet or surface of wall for lightning conductor as required ( for vertical run) including carriage of material in all lead & lift.	Meter	5.00		
162	Supplying and fixing 25mmx5mm copper strip on surface or in recess for earth connections etc. as required including carriage of material in all lead & lift.	Meter	10.00		
163	Supplying and laying 8 SWG copper wire at 0.50 mtr. On surface or in recess for loop earthing along with existing surface/recess/submain wiring/cable as required including carriage of material in all lead & lift.	Meter	30.00		



Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
164	Providing, laying and fixing of one No. aluminium conductor, PVC insulated and PVC sheathed, armored/XLPE power cable, working voltage 1100 volts grade on surface etc. of the required size:- (Havells/ Finolex or equivalent as approved) including carriage of material in all lead & lift..				
a	Armoured cable 6sq. mm (2 core)	R.Mtr.	60.00		
b	Armoured cable 10 sq. mm (4core)	R.Mtr.	15.00		
c	Armoured cable 35sq. mm (3.5 core)	R.Mtr.	10.00		
165	Providing and laying of one No. aluminium conductor, PVC insulated and PVC sheathed, armored/XLPE power cable, working voltage 1100 volts grade direct in ground; to be laid 1 meter below the ground level including excavation and refilling the trench etc. as required, but excluding sand cushioning and protective covering:- (Havells or ISI make as approved by site Incharge) including carriage of material in all lead & lift.				
a	Armoured cable 6sq. mm (2 core)	R.Mtr.	5.00		
b	Armoured cable 50 sq. mm (3.5 core)	R.Mtr.	2.00		
166	Providing and fixing following type of Recess mounting RANGER Wipro make LED 24 Watt cat no.- CRCO14R024HP57 complete with all accessories, connections, testing and commissioning etc. as required. ( Make Disano-Fosnova/ Igguzini/ Zumtobel or equivalent make) including carriage of material in all lead & lift.				
a	13 watt-LED	each	12.00		
b	24 watt-LED	each	12.00		
167	Providing and fixing following type of surface mounting decorative STUNNER Wipro make led 13 watt Cat no.- CRCO17S013HPS7 complete with all accessories, connections, testing and commissioning etc. as required including carriage of material in all lead & lift. ( Make Disano-Fosnova/ Igguzini/ Zumtobel or equivalent)				
a	13 watt-LED	each	10.00		
b	24 watt-LED	each	10.00		
168	Providing and fixing of ultra slimdecorative extruded box type fixture with domestic electronic ballast, snap- on installers, suitable for 28 watt (LED tube) complete with all accessories (including one no LED Tube) including connections, testing and commissioning as required. (Philips/Bajaj/Wipro/Havells make or as approved by site engineer) including carriage of material in all lead & lift.				
	1x28 watt-LED	each	4.00		
169	Extra for fixing the louvers/shutters complete with frame for exhaust fans of all sizes as required:-	each	2.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
170	Providing and fixing of ceilingc, anti corrosion wall/ceiling mounted complete with all accessories including connections etc. as required including carriage of material in all lead & lift. (Philips/Disano-Fosnova/ Igguzini/ Zumtobel or equivalent make)	each	2.00		
171	Supply and erection of wall braket single arm brown brush suitable for 1X7watt LED lamp Philips make Cat No: 36996 brown brush with all accessories including cost of 1No. 7 Watt LED lamp and connection as required or its equivalent as approved by Engineer Incharge including carriage of material in all lead & lift. (Philips/Disano-Fosnova/ Igguzini/ Zumtobel or equivalent make)	each	2.00		
172	Supply and erection of wall braket double arm brown brush suitable for 2X7watt LED lamp Philips make Cat No: 36997 or equivalent brown brush with all accessories including cost of 2 Nos. 7 Watt LED lamps and connection as required or its equivalent as approved by the Engineer Incharge (Philips/Disano-Fosnova/ Igguzini/ Zumtobel or equivalent make)	each	2.00		
173	Providing and fixing of CRCA box type fixture BAJAJ make Cat no. BJCEB 136 WEBS 1X36 W complete with all accessories (including LED tube) including connections, testing and commissioning as required or its equivalent as approved by the Engineer Incharge. (Philips/Disano-Fosnova/ Igguzini/ Zumtobel or equivalent make)	each	2.00		
174	Providing and fixing fan box (nominal size) complete in all respect as required including carriage of material in all lead & lift.	each	4.00		
175	Supplying and fixing of fancy mirror light Decorative compact energy efficient luminaire with anti-glare diffuser and electronic ballast suitable 36 w CFL lamp holder (s) of all sizes and shapes, complete with all accessories including CFL lamp of approved make including making connections, testing etc. as required as directed by site engineer including carriage of material in all lead & lift.	each	2.00		
176	Providing and fixing of wall fan 400mm sweep havells make swing premia wall fan The work involves assembly, fixing, connecting, commissioning and testing of the wall fan in complete respect.(Usha/Baja/Havells/Khaitan make) including carriage of material in all lead & lift.	each	4.00		
177	Providing and fixing RJ45 UTP information outlet modular , connections, etc. as required. (For computer point).(Legrand/Havells/ Greatwhite equivalent) including carriage of material in all lead & lift.	each	4.00		
178	Supplying and fixing of Havells Make (Maharaja) Cat no. LHLY07185099 1X40 W LED lamp or equivalent make decorative non--integral Luminair with UV stablized polycarbonate diffuser suitable for 1X40 W LED, complete with all accessories including 0.50mtr G.I. pipe for fixing the light including LED lamp including making connections, testing etc. as required. or as approved by site Incharge including carriage of material in all lead & lift.	each	6.00		
179	Supply and fixing of Rubber insulation matt 2mtrx1mtrx12mm to prevent electric shock as reqd complete in all respects including carriage of material in all lead & lift.	each	1.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
180	Supplying and fixing of energy saving LED lamps of approved make in the existing light fixtures. (Philips/Bajaj/oshram /Havells or equivalent make) including carriage of material in all lead & lift.				
	a)LED lamp 7Watt	each	2.00		
181	Supplying and fixing of fancy brass Track light including suitable track/ channel of approved make Decorative compact energy efficient luminaire with anti-glare diffuser and electronic ballast suitable 24/36 LED of all sizes and shapes, complete with all accessories including making connections, testing etc. as required or equivalent as directed by the site engineer. ( Make Disano-Fosnova/ Igguzini/ Zumtobel) including carriage of material in all lead & lift.	Each	2.00		
182	Supplying and fixing of fancy brass Picture light including suitablebase of all sizes and shapes of approved make Decorative compact energy efficient luminaire with anti-glare diffuser and electronic ballast suitable 12/24/36W LED of all sizes and shapes, complete with all accessories including making connections, testing etc. as required as directed by site engineer. ( Make Disano-Fosnova/ Igguzini/ Zumtobel) including carriage of material in all lead & lift.	Each	2.00		
183	Supplying and fixing of fancy step light including suitablebase of all sizes and shapes of approved make Decorative compact energy efficient luminaire with anti-glare diffuser and electronic ballast suitable 3/5W LED of all sizes and shapes, complete with all accessories including making connections, testing etc. as required or as directed by the site engineer. ( Make Disano-Fosnova/ Igguzini/ Zumtobel or equivalent) including carriage of material in all lead & lift.	Each	3.00		
184	Supplying and fixing of uplighter 15/18 watt including suitable base of all sizes and shapes of approved make Decorative compact energy efficient luminaire with low beam angle anti-glare diffuser and electronic ballast suitable 15/18W LED of all sizes and shapes, complete with all accessories including making connections, testing etc. as required as directed by the site engineer. . ( Make Disano-Fosnova/ Igguzini/ Zumtobel) including carriage of material in all lead & lift.	Each	3.00		
185	Supplying and fixing of LED light fixtures surface type ceiling fitting 2'x2' 33 watt energy saving Of over 50% compared to traditional lights to flourscent tubes. efficiency of ledS 65% overheating protection current control amd ability to work with stibllilize voltages including suitable base of all sizes and shapes of approved make complete with all accessories including making connections, testing etc. as required as directed by the site engineer. ( Make Disano-Fosnova/ Igguzini/ Zumtobel) including carriage of material in all lead & lift.	each	3.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
186	Supplying and fixing of LED light fixtures surface type ceiling fitting 4"x1' 15 watt energy saving of over 50% compared to traditional lights to flourscent tubes. efficiency of ledS 65% overheating protection current control amd ability to work with stiblilize voltages including suitable base of all sizes and shapes of approved make complete with all accessories including making connections, testing etc. as required or equivalent as directed by site engineer including carriage of material in all lead & lift. ( Make Disano-Fosnova/ Igguzini/ Zumtobel or equivalent)	each	2.00		
187	Supplying and fixing of LED light fixtures surface type ceiling fitting housing in die cast aluminum 15 w difuser 4000K-2400lm-CRI 80 IP 65 1K08 energy saving of over 50% compared to traditional lights to flourscent tubes. efficiency of LEDs 65% overheating protection current control amd ability to work with stiblilize voltages including suitable base of all sizes and shapes of approved make complete with all accessories including making connections, testing etc. as required or equivalent as directed by site the engineer including carriage of material in all lead & lift.( Make Disano-Fosnova/ Igguzini/ Zumtobel or equivalent)	each	1.00		
188	Supplying and fixing of LED Projection light 6W, CCT 2700K, CRI >85,SS finish,IP 67 luminaire with high pressure die cast housing ,housing acting as heat sink, with suitable hanging/mounitng structure duly painted according to its size requirment complete with all accessories including making connections, testing etc. as required. or as approved by the site Incharge including carriage of material in all lead & lift. ( Make Disano-Fosnova/ Igguzini/ Zumtobel or equivalent)	Each	1.00		
	<b>Fire fighting</b>				
189	Providing and fixing stored pressure vessel ABC Powder type fire extinguishers consisting of seamless cylindrical body, squeeze lever discharge valve fitted with pressure indicating guage internal discharge tube, 30cms long high pressure discharge hoase, discharge nozzle, suspension bracket, confirming to IS: 13849 finished externally with red enamel paint and fixed to wall with brackets complete with internal charge as directed by the Site Engineer including carriage of material in all lead & lift.				
a	Capacity 5 Kg	Each	10.00		
b	Capacity 10 Kg	Each	10.00		
	<b>FIRE ALARM SYSTEM</b>				

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
190	Supply, Installation, Testing & commissioning of UL listed active Repeater Panel with Back lit LCD display to provide event information and LED display for status indication of Repeater panel complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	1.00		
191	Supply, Installation, Testing & commissioning of UL listed Intelligent Analog Addressable Type Rate of Rise/Fixed Heat Detector with inbuilt turbo Isolator Complete with LED, addressing done by the FACP, complete with Mounting Base as required complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	4.00		
192	Supply, Installation, Testing & commissioning of UL listed Intelligent addressable Manual Call Point - Pull station ,polarity insensitive technology complete as per specification complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	4.00		
193	Supply, Installation, Testing & commissioning of UL listed Multi Tone Hooter suitable for Alarm siren. It shall meet the audibility requirements for smoke alarms as specified in UL Listed Single and Multiple Station Smoke Alarms complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	4.00		
194	Supply, Installation, Testing & commissioning of UL listed Duct detector having Intelligent addressable Multicriteria Detector( Photo + Rate of Rise cum Fixed) polarity insensitive technology with proper housing complete as per specification.The detectors shall have soft addressing. Manual addressing shall not be accepted complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	4.00		
195	Supply, Installation, Testing & commissioning of UL listed addressable Control cum Monitor Module ( Independent Single Input & Single Output) polarity insensitive technology, complete as per specification for AHUs, Hooter, Flow switches, third party system integration etc. complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	4.00		
196	Supply, Installation, Testing & commissioning of UL listed Fault Isolators complete as per specification. The fault isolator shall not occupy any address point in the loop complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	6.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
197	Supply, Installation, Testing & commissioning of UL listed base sounder having no additional addressing with a option of free configurable dual tone sounder having 2 out of 11 tonability selection complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	3.00		
198	Supply, Installation, Testing & commissioning of Response Indicators outside the rooms for getting fire indications of detectors installed above false ceiling / for particular zone / for Loop devices / as a Panel to loop cable complete as required complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: SIEMENS/ ANSUL/ SINTESO)	Each	3.00		
199	Supply, Installation, Testing & commissioning of Talk back reciever complete as per specification complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: AURAL/ FGE/SIEMENS)	Each	12.00		
200	Supply, Installation, Testing & commissioning of Ceiling/ Wall Mount Speaker with operations from 3 to 6 Watts complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: AURAL/ FGE/SIEMENS/)	Each	4.00		
201	Supplying & Fixing of Energy saving display EXIT sign board Glass type specially designed for classic décor with excellent quality high efficiency and long life for single / both side display, well ventilated, powder coated having nominal size LED lamp, battery backup 6 hour to be installed on wall / ceiling etc. complete complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: FGE/ LEGRAND/ ABB)	Each	4.00		
202	Providing & installing self glow signs luminescent U-1000 Alu. sheet with 2 mm thickness sheet on the wall / ceiling etc for the size of (14"x10", 10"x8" ) as reqd complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (Make : Nightglow/FGE)	Sq.in	550.00		
203	Supplying and laying of 1.1 KV Grade 2 X 1.5 sq.mm. copper cables on surface / conduit complete with clamps etc complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: GLOSTER/ KALINGA/ GRANDLAY/ HYGLOW )	Mtr.	50.00		
204	Supplying and laying of 4 x 1.5 sq.mm. PVC insulated PVC sheathed copper conductor armoured control cable of 1.1 KV grade complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. <b>(From Main Fire Control Panel to the Repeater Panel).</b> (MAKE: GLOSTER/ KALINGA/ GRANDLAY/ HYGLOW )	Mtr.	30.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
205	Supplying and laying of 6 x 1.5 sq.mm. PVC insulated PVC sheathed copper conductor armoured control cable of 1.1 KV grade complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift. (MAKE: GLOSTER/ KALINGA/ GRANDLAY/ HYGLOW )	Mtr.	90.00		
206	Providing and fixing of following size of black enameled MS conduit in recess / on surface including all accessories, proper saddling at every 1200 mm intervals and hooks, where imbedded in the wall, ms junction / pull boxes, gi fish wire, complete in all respect as per direction of Site Incharge including carriage of material in all lead & lift.				
a	40 mm dia Conduit	Mtr	30.00		
b	32 mm dia Conduit	Mtr	30.00		
c	25 mm dia Conduit	Mtr	30.00		
	<b>CCTV</b>				
207	Providing and fixing IP Bullet Outdoor Night Vision 12.0mm weather proof camera ( Hikvision / samsung techwin make) Image Sensor: 1/3" DIS, Resolution : 600TVL,Lens:Fixed 6 mm, LUX: 0.1, AGC:Auto, White Balance: Auto CODE matel body weather proof including three years maintance and as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	5.00		
208	Providing, fixing IP Dome Night Vision Indoor 3.6/6.0mm cameras (Hikvision /samsung techwin make), Image Sensor: 1/3" CCD, Resolution : 600TVL, Lens: Fixed 3.6, LUX: 0.1AGC: Auto, White Balance: Auto including three years maintance and as per direction of of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	8.00		
209	Providing, fixing PTZ CAMERA Hikvision/samsung techwin make) Samsung speed dome 27X PTZ Camera including 3 years maintance as directed byf Engineer-Incharge and specifications as required including carriage of material in all lead & lift through mechanical & manual transport.	Each	2.00		
210	Providing and fixing Everfocus 16 Channel DVR (Hikvision / samsung techwin make) Video Compression H.264, analog Video input 16-ch PAL/NTSC Adaptive Support, Video input interface BNC(1.0Vp-p, 75Ω), Audio Compression G.711, Audio input 1-ch, Audio, Two way audio 1 -ch RCA (2.0Vp-p, 1KΩ , input interface RCA (2.0 vp-p,1KΩ) including three years maintance and as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	2.00		
211	Providing Power Supply ISI MARK including 3 years maintainance and as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	18.00		
212	Providing BNC connector including 3 years maintance & as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	20.00		

Sr. No.	Description of items	Unit	Qty.	Rate (INR)	Amount ( INR )
213	Providing DC Connector including three years maintance and as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	15.00		
214	Providing and fixinng LED SCREEN 32" INCH (81.28cm) (samsung /sony make ) including three years maintance and as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Each	3.00		
215	Providing and fixing copper wiring for fixing of cameras in the existing PVC conduit etc as per requirement & three years maintance and as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Rmt	300.00		
216	Providing and fixing of 25mm diameter, PVC conduit pipe along with the acessories in surface /recessed including jointing, cutting or cutting in wall and making good the same incase of recessed conduit as per requirement including junction box and all other accessaries complete as per direction of Engineer-Incharge and specifications as required including carriage of material in all lead and lift through mechanical and manual transport.	Rmt	180.00		
	<b>EPBAX</b>				
217	Digital EPABX matrix model ETERNITY GE 12 S expandable 96 ext 56ext analog (Siemens / Panosonic or equivalent make)	each	1.00		
218	8 nos co port 01 op console BEETEL or equivalent cli phone	each	1.00		
219	MDF with IPM	each	3.00		
220	UPS with battery with 4 hour back up	each	1.00		
221	Telephone instruments	each	10.00		
	<b>Grand Total</b>				
				<b>Say INR</b>	