

**HIMACHAL PRADESH
PUBLIC WORKS DEPARTMENT**

No/PW-E-in-C (QC&D) / Misc/2023-387-469 Dated:- 06/5/2023

From:-

The Engineer-in-Chief (Projects)
HPPWD, Nirman Bhawan, Shimla-2

To

All the Chief Engineers (Zonal)
All the Superintending Engineers
All the Executive Engineers

Sub:-

Non adherence of the clauses related to 'Field Laboratory' and 'Field Engineers' by Contractors and Executive Engineers on state works being executed through standard Bidding documents Nabard & (Form-8)

It has been observed that our field engineers and contractors are not adhering to the contract clauses of the Tender document w. r. t. NABARD, Building and other state works, specifically pertaining to the requirement of 'Field Laboratory' and 'Field Engineers'. It is noticed that neither the labs are being established properly on field by the contractors nor any engineer is being deputed on their job as per condition of the releavent clause of the agreement. The concerned Executive Engineers are also not ensuring the adherence of these clauses in field. It would be pertinent to mention that both of these clauses related to Field Lab & Engineer play very important role in ensuring the quality of work and even otherwise also the contractor and Engineer both are bound to ensure its implementation under their contractual obligation.

These important clause are depicted as under:-

31.3 Consultants for Quality Controls (Clause of bidding document used in NABARD Works) It is expected that every Contractor will have proper quality control staff and procedures in order to ensure quality. They are also expected to improve their procedures in line with ISO 9002 and get the certification. The Contractor shall engage a competent and Independent Quality Control Consultant or any Engineer of the rank of Executive Engineer and above retired from HPPWD to be approved by the Employer/ Superintending Engineer to exercise effective control over the construction operations so as to produce quality works. The fully equipped laboratory shall be set up and trained staff shall be employed by the said consultant in addition to the laboratory / QC staff of the contractor or he will be responsible to conduct required tests from any NABL accredited laboratory at his own cost. The contractor shall supply to the Engineer a copy of his agreement and the fee for quality control should generally be 0.5 % of the contract value. The payment of the quality control consultant shall be made by the Engineer direct as per the copy of the agreement supplied by the

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contractor. This payment shall be recoverable from the Contractor. The Consultant shall guide the contractor for production of quality works at all stages and shall maintain records, reports and test results so as to indicate the extent of quality achieved. The consultant shall also supply a copy of all these reports, tests and check to the Engineer regularly. The contractor shall also attach a copy of these reports, tests and checks with his bill, without which no payment shall be made. The Employer/ Superintending Engineer can also order the change of consultant, if in his opinion he is not performing competently. The Engineer or his representatives will be free to conduct surprise, random or in situ checks so as to have cross check in quality. In case the contractor fails to employ for the whole or part of the period of execution a quality control consultant, the Employer/ Superintending Engineer may order employment of consultant at the cost of the Contractor or may order the departmental staff to carry out the quality control checks and a deduction @ 1.5 % of the total cost of the work shall be made from the bill of the contractor, even if the actual expenditure incurred on private consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution.

State building and Road Works:-

Clause 16: 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 Engineer in-Chief, (Project) and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Engineer in-Chief, (Project) or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the

materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under

clause 2 of the contract (for non-completion of the work in time) for this default.

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

Clause 32 Contractors Superintendence, Supervision, Technical Staff & Employees:

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The

principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement

Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

In wake of the above, it is directed that these clauses should be adhered to in letter and spirit by the Executive Engineers. All CE's and SE's are requested to ensure that above instructions are followed at site by concerned EE's and contractors. Due cognizance of these instructions should be taken during the field visits of CE's and SE's and their inspection note should have specific comments on these aspects also. This action would make the contractors and Executive Engineers more aware regarding the contract clauses and also help in ensuring a strict quality control on the various state works being executed in the state through HPPWD.

Engineer-in-Chief (Project)
HPPWD Nirman Bhawan Shimla-2

Copy forwarded to :-

1. Principal Secretary (PW) to the Govt. of Himachal Pradesh for kind information please.
2. The Engineer-in Chief HPPWD Nirman Bhawan Shimla -2 for necessary action please
3. The Nodal officers, IT HPPWD, Nirman Bhawan Shimla-2 with direction to upload the above on HPPWD website

Engineer-in-Chief (Project)
HPPWD Nirman Bhawan Shimla-2