

Through e-mail

**HIMACHAL PRADESH
PUBLIC WORKS DEPARTMENT**

No. PW-E-in-C(QC&D)/ Misc/2019-1338-1426 Dated:- 02/09/2019

From:-

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

To

All the Chief Engineers including NH
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 document (form-8)

Off late 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 and Field 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 clauses are depicted as under:-

Clause No-10 A of bidding document used in NABARD works, Building works and other state works clearly mentions that "*the contractor shall at his own expense, provide a material testing lab at site of work for conducting routine field tests. The lab shall be equipped atleast with testing equipments as specified in schedule F. Refer Sr. 6.14 (i) (copy attached).*"

F.R.
Sh. Suneel
02/09/19
Min Amil

- i. *For works costing more than Rs. 100 lacs the bidder shall set up field test lab with above mentioned equipments within fifteen days of award letter. In case this not provided at site Rs. 25000/- shall be withheld from his bills and shall be released only after necessary equipments are provided by the contractor. During that period the test shall be got conducted in the department lab and the expenditure shall be deducted from the contractors bill. No compliance of this provision shall entail forfeiture of the withheld amount of Rs. 25000/-.*
- ii. *In case where new connectivity or widening is being done with M/T, then all equipments shall be required.*
- iii. *For works below Rs. 100.00 lacs the quality tests shall be conducted in the department labs and expenditure incurred shall be deducted from the contractors bill”.*

Similarly Clause No. 36 of bidding document clearly mentions that “the contractor shall employ the following technical staff during the execution of work:

- i. *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 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".

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(Projects)
HPPWD Nirman Bhawan Shimla-2

Copy forwarded to:-

1. The Engineer-in-Chief HPPWD Nirman Bhawan Shimla-2 with the request to issue necessary directions in this regard to fields staff for ensuring its implementation
2. The Nodal officer, IT HPPWD, Nirman Bhawan Shimla-2 with direction to upload the above on HPPWD website

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