

Through E-mail

Himachal Pradesh
Public Works Department

NO-PW-E-in-C(P)/EA-1/2019

1470-78

Dated:- 31/9/2019

To

The Chief Engineer(NH) HP.PWD. Shimla
The Superintending Engineer, NH Shimla & NH Shahpur.

Sub:- Non adherence of quality control and sub contracting clauses of standard bidding document part -1 issued by MORTH for NH, CRF and ISC works.

During the various inspection conducted by the undersigned it has been noticed that field staff is not adhering to the most important clauses related to quality control and sub contracting of the work as mentioned in the agreements. It has been specifically noticed that under the clause of quality control the Contractor is bound to engage a competent and Independent Quality Control Consultant approved by Chief Engineer (NH), HP.PWD., Shimla to exercise effective control over the construction operations so as to produce quality works. This clause is not being adhered to strictly.

It has also been observed that the minimum Key personnel required for the project are not deputed as is mandatory under clause 4.5.4 related to personal capability. Similarly list of the plant & machinery required to be deployed on site of work is not as per the clause 4.5.5 where in a detailed list of plant and equipment to be deployed on contract work stand mentioned.

This important clause related to quality control depicted as under:-

Clause No. 33.2 of the condition of standard Biding document part-1 of National Highway about the quality control clearly mentions *that "every Contractor will have proper quality control staff and procedures in order to ensure quality. They are also expected to improve their procedure in line with ISO 9002*

and get the certification. The Contractor shall engage a competent and Independent Quality Control Consultant approved by Chief Engineer (NH), HP.PWD., Shimla to exercise effective control over" the constructions 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. 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 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 the 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 Chief Engineer (NH), HP.PWD., Shimla can also order the change of consultant, if in his opinion he is not performing competently. The Engineer 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 Chief Engineer(NH), HP.PWD., Shimla 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."

Similarly the works are being executed through sub contract without following the guidelines mentioned in the clause No. 7(Sub contracting). This clause is reproduced as under:-

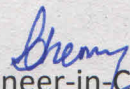
Clause No 7.1 of the condition of Bidding document of National Highway about sub contracting clearly mentions that ***"the Contractor may sub contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations."***

In wake of the above, it is directed that these clauses should be adhered to strictly and in letter and spirit by the Executive Engineers. CE (NH) and all SE (NH) are requested to ensure that above instructions are followed at site by concerned EE's and contractors. Due cognizance of these instruction should be taken during the field visits of CE (NH) and SE(NH) 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 works being executed through contractors.

Engineer-in-Chief (Projects)
HP.PWD., Nirman Bhawan Shimla-2

Copy forwarded to:-

1. The Engineer-in-Chief HP.PWD., Nirman Bhawan Shimla-2
2. All the Chief Engineers HPPWD.
3. The Nodal officer, IT HPPWD, Nirman Bhawan Shimla-2 with direction to upload the above on HPPWD website.


Engineer-in-Chief (Projects)
HP.PWD., Nirman Bhawan Shimla-2