

HIMACHAL PRADESH  
PUBLIC WORKS DEPARTMENT

No. PW.E-in C(QC&D)/Grade Improvement /2019-1808 89.

Dated 27/09/2019

To

All the Zonal Chief Engineers  
HPPWD, Shimla, Mandi, Hamirpur,  
& Dharamshala at Kangra.

All the Superintending Engineers  
HPPWD.

All the Executive Engineers  
HPPWD.

**Subject:- Non adherence of the clauses of Bid document related to 'field laboratory' and Field Engineers' by contractors and Executive Engineers in PMGSY works.**

In this context it has been observed that our field engineers and contractors are not adhering to the various contract clauses of the bid document in respect of Quality of PMGSY works. It is noticed that neither the field labs are being established properly on field by the contractors nor any engineer is being deputed on their job as per condition of the relevant clause of the agreement. It would be pertinent to mention that 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 obligations.

These relevant clauses related to Quality are reproduced as under:-

**Section 2, Instruction to Bidders (ITB), Appendix to ITB mentions that:**

(4.4B)(b)(ii) *The Number of Technical personnel Qualification and experience will be as follows:*

**A. The Technical Personnel are: (Clause 9.2 of General Condition of Contract)**

Technical Personnel	Number	Experience in Road works
A. Degree Holder in Civil Engineering	1 No	One year
B. Diploma Holder in Civil Engineering	1 No	One year

**B. For field testing laboratory:**

Position	Minimum*	Experience in Road Works
Technician	Diploma in CE or B.Se	Two years

R.P.  
N.O.(H.P.)

30/09/19

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Sh. Anand/Anita  
SEA file

Similarly Point No 18 of contract data to General Conditions of contract mentions that:

The key equipments for field laboratory shall be

<i>Sr. No.</i>	<i>Name of the equipment</i>	<i>Quantity</i>
1	Post Hole Auger with Extensions	One set
2	Digging tools like pickaxe, shovel, etc	One set
3	IS Sieves nos. with lid and pan: (90mm, 80mm, 63mm, 53mm, 45mm, 27.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 37.5mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 micron, 425 micron, 300micron, 150 micron, 180 micron, 90 micron and 75 micron.	One set
4	Standard Proctor Density Test Apparatus with rammer	One Set
5	Sand Pouring Cylinder with tray complete for field density test	One Set
6	Core Cutter (10 cm dia), 10cm/15cm height complete with dolly and hammer	One set
7	Speedy moisture meter complete with chemicals	One set
8	Straight Edges	Two set
9	Digital Thermometers	Three Numbers
10	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares	One set
11	Gas burner, sand bath	One set
12	Camber Board	Two set
13	Electronic/digital balance 1 kg with the least count of 0.01 gm	One set
14	Electronic/digital balance 5kg	One set
15	Pan balance with weight Box 5kg.	One set
16	Oven( ambient to 2000C)	One set
17	Water bath(ambient to 1000C)	One set
18	Enamelled tray	One set
19	Slump cone Testing Equipment	One set

If the contractor fails to set up the field lab within prescribed period of 15 days from the date of notice to start work and does not deploy requisite machinery and equipment, it will be the fundamental breach of contract. The relevant extract of fundamental breach of contract in respect of quality lab etc. clause is 52.2 (i & j) which is reproduce as under:

- i) If the contractor fails to set up a field laboratory with the prescribed equipment within the period specified in contract Data.
- j) If the contractor fails to deploy machinery and equipment or personnel as specified in contract data at the appropriate time.

