

Himachal Pradesh  
Jal Shakti Vibhag

No. JSV-SE (P&I-I)-D-I-Technical Committee-2024-25- 1720-31

Dated:- 01-08-2024

To

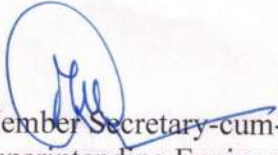
The Engineer-in Chief (Project),  
Jal Shakti Vibhag,  
Mandi

The Chief Engineer,  
Shimla Zone, Dharamshala Zone, Hamirpur Zone,  
Mandi Zone & PMU  
Jal Shakti Vibhag, Himachal Pradesh.

**Subject: Minutes of 1<sup>st</sup> Meeting of State Level Technical Committee for the year 2024-25.**

Enclosed please find herewith the minutes of 1<sup>st</sup> State Level Technical Committee meeting for the year 2024-25 held on 19.07.2024 at Jal Shakti Bhawan under the Chairmanship of Engineer-in-Chief (JSV), for your kind information and necessary action please..

DA: As above

  
Member Secretary-cum-  
Superintending Engineer,  
P&I-I, Jal Shakti Bhawan,  
Shimla-05

Copy to:

1. The Additional Chief Secretary (JSV) to the Govt. of Himachal Pradesh Shimla-02 for information please.
2. The Engineer-in-Chief (JSV), Jal Shakti Bhawan, Shimla-05 for information please.
3. The Chief Engineer (WSSO), Jal Shakti Vibhag, Jal Shakti Bhawan, Shimla-05 for information please.
4. The Chief Engineer (D&M), Jal Shakti Vibhag, Jal Shakti Bhawan, Shimla-05 for information please.
5. The Controller , Jal Shakti Vibhag, Jal Shakti Bhawan, Shimla-05 for information please
6. The Superintending Engineer (Works), Jal Shakti Vibhag, Jal Shakti Bhawan, Shimla-05 for information please.

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Member Secretary-cum-  
Superintending Engineer,  
P&I-I, Jal Shakti Bhawan,  
Shimla-05

**Minutes of 1<sup>st</sup> meeting of State Level Technical Committee for the year 2024-25 held on 19.07.2024 at Jal Shakti Bhawan Shimla-05.**

1<sup>st</sup> meeting of the State Level Technical Committee was held under the Chairmanship of Engineer-in- Chief (JSV) at Jal Shakti Bhawan, Shimla - 5 on 19.07.2024.

List of Participants is as per Annexure "A" attached.

At the outset, the Superintending Engineer (P&I-I) welcomed the Chairman and all the members to 1<sup>st</sup> meeting of SLTC for FY 2024-25.

Member Secretary informed that the 9<sup>th</sup> meeting of State level technical committee for the year 2023-24 was held on 27-03-2024 under the Chairmanship of the Engineer-in-Chief, Jal Shakti Vibhag (HP). The minutes of the meeting were circulated to all concerned vide Member Secretary-Cum- SE (P&I-I) letter no. JSV SE (P & I-I)-EE (D-I)- Technical Committee/2023-24-752-63 dated 07-06-2024. Since no comments were received, the minutes were confirmed.

Agenda items were taken up for decision one by one as detailed below:

- 1. Amendment in the instruction regarding tendering in respect of Jal Shakti Vibhag:-** In the 8<sup>th</sup> meeting of the State Level Technical Committee held on 08.01.2024 it was decided to constitute a sub-committee under the Chairmanship of Er. V.K. Dhatwalia, Chief Engineer, Hamirpur Zone. The sub-committee so formed placed its report before the committee in the 9<sup>th</sup> meeting of State level technical committee for the year 2023-24, held on 27-03-2024 and the committee decided to refer the report back to sub-committee with observations. The sub-committee has re-submitted its report vide Chief Engineer (H/Z) office letter No. JSV-CE (HZ)-GA-Enlistment Rules/2023-24-4679 dated 08-07.2024 and the matter was discussed in detail and valuable suggestions were received from the members. There were some correction in the report and after corrections the committee decided to approve the report of sub-committee and the final report so arrived is enclosed as "**Annexure-B**".
- 2. Proposed Amendment in the Enlistment Rules 2013:-** In the 8<sup>th</sup> meeting of the State Level Technical Committee held on 08.01.2024 it was decided to constitute a sub-committee under the Chairmanship of Er. V.K. Dhatwalia, Chief Engineer, Hamirpur Zone. The sub-committee so formed placed its report before the committee in the 9<sup>th</sup> meeting of State level technical committee for the year 2023-24 held on 27-03-2024 and the committee decided to refer the report back to sub-committee with observations.

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The sub-committee has re-submitted its report vide Chief Engineer (H/Z) office letter No. JSV-CE(HZ)-GA-Enlistment Rules/2023-24-4679 dated 08-07.2024 and the matter was discussed in detail and valuable suggestions were received from the members. There were some correction in the report and after corrections the committee decided to approve the report of sub-committee and the final report so arrived is enclosed as “**Annexure-B**”.

**3. Procedure for procurement which is not defined in the delegation of financial powers of JSV, the procedure may be adopted as per CPWD**

**Manual for specifications:-** In the 8<sup>th</sup> meeting of the State Level Technical Committee held on 08.01.2024 it was decided to constitute a sub-committee under the Chairmanship of Er. V.K. Dhatwalia, Chief Engineer, Hamirpur Zone. The sub-committee so formed placed its report before the committee in the 9<sup>th</sup> meeting of State level technical committee for the year 2023-24 held on 27-03-2024 and the committee decided to refer the report back to sub-committee with observations.

The sub-committee has re-submitted its report vide Chief Engineer (H/Z) office letter No. JSV-CE(HZ)-GA-Enlistment Rules/2023-24-4679 dated 08-07.2024 and the matter was discussed in detail and valuable suggestions were received from the members. There were some correction in the report and after corrections the committee decided to approve the report of sub-committee and the final report so arrived is enclosed as “**Annexure-B**”.

**4. Regarding review of procedure of application and necessary required documents for obtaining a new water connection in rural and urban**

**area:-** In the 6<sup>th</sup> meeting of the State Level Technical Committee held on 21.10.2023 2024 it was decided to constitute a sub-committee under the Chairmanship of Chief Engineer (D & M) with Controller CTR section, Superintending Engineer, Jal Shakti Circle Sundernagar and Executive Engineer Jal Shakti Division Nahan as members to finalize the procedure of application and necessary required documents for obtaining new private water connection in rural and urban areas.

The Sub-Committee so formed has submitted its report on dated 09-05-2024. The matter was discussed in detail and the committee decided to approve the report submitted by sub-committee. The final report is enclosed as “**Annexure-C**”. The approved Application form for water connection is enclosed as “**Annexure -D**”.



5. **Modification required in online water bill generation portal:-** The matter was discussed in detail and the committee sought the action be taken by NIC/Computer Cell of the Department with various provision such as shifting and disconnection procedure of Private Water Connection (PWC) and automatic updation of PWC for billing , ledgering. It was decided to hold a meeting in this regard with NIC.
6. **Standardization of Tender form in Jal Shakti Vibhag:** In the 6<sup>th</sup> meeting of the State Level Technical Committee held on 21.10.2023, it was decided to constitute a sub-committee to standardize the tender forms 6, 8 and 12 in Jal Shakti Vibhag. In compliance to this a sub-committee was constituted under the Chairmanship of Er. Dharmender Gill, Engineer-in-Chief (Project) for amending the tender forms 6, 8 & 12. In the 9<sup>th</sup> meeting of SLTC, the sub-committee has submitted its report with respect to Form 8 and the same was placed before the committee. The matter was discussed in detail and the Committee decided that the amended form 6,8 and 12 be submitted by the sub-committee in next meeting of SLTC.

#### **Additional Agenda**

1. **Ambiguity in enlistment rules with respect to work done for eligibility criteria:** The Chief Engineer Mandi Zone pointed out the ambiguity in enlistment wherein the Qualified Engineer (Civil) has applied for registration as contractor in Jal Shakti Vibhag and already has work experience in other Govt. or Semi govt. agency for more than Rs. 3.00 Crores, but as per the enlistment rules in Jal Shakti Vibhag the contractor is eligible to participate in tenders amounting only upto Rs.3.00 Core for first time. The matter was discussed in detail and the committee decided that the work experience for successfully completed works in any Govt. or Semi Govt. agency should be considered for being eligible in Jal Shakti Vibhag to bid/participate for works more than Rs.3.00 Crores if he has completed works more than Rs.3.00 Crores in any Govt. or Semi Govt. agency, registered as contractor. Accordingly the changes have been made in “**Table-1**” of “**Annexure –B**”.

2. **Procurement of Material like Cement and Steel in JSV:-** The matter regarding procurement of material like cement and steel has been discussed in the 5<sup>th</sup> meeting of SLTC for the year 2020-21 held on 27.01.2021, wherein the recommendation of the committee for the procurement of Cement and Steel by the contractor are as under:-

*The department procures the cement and steel, thereafter, this material is issued to the contractors for construction of the schemes undertaken by the department. Even after the implementation of the GST, the department is following the same procedures, as a result the paper work to comply with the provisions of the GST Act has increased manifold.*

*The committee deliberated on the matter and observed as under:-*

1. JSV has been following the HPPWD pattern for indents and Bills.




2. *The HPPWD has not made any changes in the Bills however an Invoice to facilitate Inter Division and Inter Department transfer of materials to comply with the GST provisions has been approved. (Annexure-II).*
3. *The HPPWD has amended the PWD Form No. 6, 7, 8 in view of the GST (Annexure-III).*
4. *The GST deductions and filing of GST returns has made maintenance of stores, interdivision and inter departmental transfer of material cumbersome.*
5. *The HPPWD has stopped procurement of all types of material including cement, steel and bitumen and proposed closure of the stores to avoid unnecessary expenditure and reduce the work load on account of GST.*

*After analyzing the issue the recommendations of the committee in this regard are as under:-*

1. *The Invoice adopted by HPPWD to facilitate inter division and inter department transfer of materials may also be adopted by JS Vibhag as per Annexure-II.*
2. *The amended the PW Form No. 6, 7, 8 adopted by HPPWD may also be adopted by JS Vibhag as per Annexure-III. Some additional items should be added to the list of materials as per Annexure-IV.*
3. *The procurement of material except pipes maybe stopped by JS Vibhag with immediate effect and the HPPWD pattern maybe followed in this regard.*
4. *The HP Civil Supplies Corporation maybe requested to supply cement to the JS Vibhag on the same pattern as HPPWD.*

The same was again discussed during the meeting, wherein the committee decided that the above mentioned recommendations may be sent to Govt. for approval.

The meeting ended with thanks to the chair.

  
Member Secretary cum-  
Superintending Engineer,  
P&I-I, Jal Shakti Bhawan,  
Shimla-5.

**Himachal Pradesh  
Jal Shakti Vibhag**

**List of Participants who attended the 1<sup>st</sup> meeting of State Level Technical Committee for the year 2024-25 held on 19.07.2024 under the Chairmanship of Engineer-in-Chief (JSV) at Jal Shakti Bhawan, Shimla-05.**

<b>S. No.</b>	<b>Name</b>	<b>Designation</b>
1	Er. Dharmendra Gill	Engineer-in-Chief (Project)
2	Er. Joginder Singh Chauhan	C.E. (S/Z)
3	Er. Vijay Kumar Dhatwalia	C.E. (H/Z)
4	Er. Upender Vaidya	C.E. (M/Z)
5	Er. Anil Mehta	C.E. (D&M)
6	Er. Mukesh Hira	S.E. (P&I-I)
7	Er. Rajesh Kanungo	EE (D), Hamirpur Zone

## ANNEXURE-B

### Proposed amendments in the Himachal Pradesh Rules of Enlistment of Contractors in Jal Shakti Vibhag

#### Agenda 1: Amendment in the instruction regarding tendering in respect of Jal Shakti Vibhag.

##### Earnest Money Deposits for Class A, B, C & D Contractors.

Sr. No.	Class	Existing Rates Earnest Money for Class A, B, C & D	Proposed Amendment in Rates
1	A	i) For works costing upto 15 lacs = 2 % ii) For works costing between 15 to 50 lacs = (i) +1.5 % iii) For works costing above 50 lacs = (ii) + 1% without any limit	i) For works costing upto 2.00 Cr. = 2 % ii) For works costing between 2.00Cr. to 10.00 Cr. = (i) +1.5 % iii) For works costing above 10.00 Cr. = (ii) + 1% without any limit
2	B		
3	C		
4	D		

##### Exemption of Earnest Money Deposit

Sr. No.	Class	Existing Provisions	Proposed Amendment
1	A	<p>i) The firm/contractor can deposit one time minimum lump-sum amount of Rs. 3.00 lacs with Engineer-in-Chief/Chief Engineer, IPH in any of the permissible forms as defined in para above and secure exemption from payment of earnest money in individual cases for works located in different parts of the State at the time of tendering. This facility will be limited to 2 times the deposited amount i.e. 2x3=6 lacs in single/or more tenders. By making one time lump-sum deposit of Rs.3.00 lacs. The contractor will be getting benefit uptoRs.6.00 lacs in Earnest Money. In case he has already availed of this facility, he may deposit earnest money afresh upto the balance amount upto to the limit it falls short of requirement of the bid after adjusting the limit of Rs. 6 lacs. The firm/contractor shall, however, deposit specific amount of earnest money as per the present practice if the work is awarded to him. In case he fails to do so, the above facility shall be withdrawn. In order to ensure that the information supplied by the firm/contractor in respect of his balance amount of lump-sum deposit is correct, an affidavit from the contractor regarding number of tenders in which he is participating and total value of their earnest money involved will be obtained and kept in record. In case the contractor gives false information, he will be liable to be blacklisted.</p> <p>ii) By making one time lump-sum deposit of Rs. 1.50 lacs the contractor will be getting benefit of exemption of Earnest Money in one Zone only up to Rs. 3 lacs (2x1.50) In single/or more tenders. All other condition as per I above.</p> <p>iii)</p>	No exemption regarding deposition of earnest money is permitted.

2	B	1) The firm/contractor can deposit one time minimum lump-sum amount of Rs. 50,000 with Engineer-in-Chief/Chief Engineer, IPH in any of the permissible forms as defined and secure exemption from payment of earnest money deposits with each individual tender. This facility will be limited to 2 times the deposited amount i.e. $2 \times 50,000 = 1.00$ lacs in single or more tenders. By making one time lump-sum deposit of Rs.50,000, the contractor will be getting benefit upto Rs. 1.00 lacs in Earnest Money. In case he has already availed of this facility, he may deposit earnest money afresh upto the balance amount upto to the limit it falls short of requirement of the bid after adjusting the limit of Rs. 1.00 lacs. However in the event of acceptance of their tender for the work they shall have to deposit the amount equivalent to earnest money in the prescribed mode of deposit immediately or before issue of award letter.	No exemption regarding deposition of earnest money is permitted.
3	C	1) The firm/contractor can deposit one time minimum lump-sum amount of Rs. 15,000 with Superintending Engineer, IPH in any of the permissible forms as defined and secure exemption from payment of earnest money deposits with each individual tender. This facility will be limited to 2 times IPH-ENLST.RULES P-41 the deposited amount i.e. $2 \times 15,000 = 30,000$ in single or more tenders. By making one time lump-sum deposit of Rs. 15,000 the contractor will be getting benefit upto Rs. 30,000 in Earnest Money. In case he has already availed of this facility, he may deposit earnest money afresh upto the balance amount upto to the limit it falls short of requirement of the bid after adjusting the limit of Rs. 30,000. However in the event of acceptance of their tender for the work they shall have to deposit the amount equivalent to earnest money in the prescribed mode of deposit immediately or before issue of award letter.	No exemption regarding deposition of earnest money is permitted.
4	D	No Provision	No Change

## Agenda 2

### Proposed Amendment in the Enlistment Rules 2013

Sr. No.	Description of Rules/Clause	Existing Provision	Proposed Amendment
		<b>4.4</b> A contractor is not permitted to have enlistment in more than one name.	A contractor, individually, is not permitted to have enlistment in more than one name. However, in case of a Company / Firm, a Director / Partner thereof can be permitted to get enlisted as an individual entity with different PAN subject to the condition that he will furnish an affidavit duly attested by Executive Magistrate



			that he will not participate in the tendering process where his parent Company / Firm is participating subject to the condition that he will be bound to provide NOC from all other Directors/Partners of the respective Company / Firm. This condition will invariably be recorded in the enlistment / revalidation order by the enlisting authority. In case, any breach in this condition of participation in the tendering process is observed, his enlistment alongwith the enlistment of the parent Company / Firm will be cancelled besides being blacklisted.
12.	Enlistment Fee	The contractor shall have to pay a non-refundable enlistment fee by Cash Receipt/ crossed Demand Draft drawn in favour of the authority authorized by enlisting authority. For various categories and classes of enlistment, the fee is prescribed in <b>Table-I</b> This fee is to be submitted along with application form to the enlisting authority. This fee shall be refunded in case the application is rejected by enlisting authority.	The contractor shall have to pay a non-refundable enlistment fee through online mode/ Challan in favour of the authority authorized by enlisting authority. For various categories and classes of enlistment, the fee is prescribed in <b>Table-I</b> . This fee is to be submitted along with application form to the enlisting authority.
	19.1.2	In cases where the application is received after date of expiry of enlistment/revalidation, but within three months of expiry, the application can be accepted with the late fee. Applications received, thereafter, shall not be accepted and contractor should apply for fresh enlistment, as per rules.	In cases where the application is received after date of expiry of enlistment /revalidation, but within twelve months of expiry, the application can be accepted with late fee as prescribed under Rule 19.1.3 in addition to the revalidation fee supported by the requisite work done requirement as per rules. Applications received, thereafter, shall not be accepted and contractor shall have to apply for fresh enlistment, as per rules. (Where enlistment has been done on the basis of technical qualification) Further, the Enlistment Authority may also consider the cases for Revalidation of enlistment of only those contractors beyond twelve months who have been upgraded from lower classes to their respective classes i.e. (Class "A", Class "B" & Class "C") on the basis of work done in lower class with late fee as prescribed under Rule 19.1.3 in addition to the revalidation fee irrespective of period of expiry of their enlistment while relaxing the conditions of work done provided cogent reasons exist as a result of which revalidation could not be effected due to unavoidable

			circumstances to be supported by a proper affidavit duly attested by Executive Magistrate.
19.1.3	Late fee shall be Rs. 200/- per week for class-A; Rs 150/- per week for class-B; Rs. 100/- per week for class-C and Rs. 50/- per week for class-D Contractor. This is payable in the form of Cash receipt or Demand draft in favour of the authority, as authorized by enlisting authority.		Late fee shall be Rs. 2000/- per month for class-A; Rs.1500/- per month for class-B; Rs. 1000/- per month for class-C and Rs. 500/- per month for class-D Contractor. This late fee shall be applicable for a period of twelve months. Thereafter late fee shall be charged at double the rates as prescribed above for the period delayed beyond twelve months. The fee is payable in the form of challan /online mode in favour of the authority, as authorized by enlisting authority.
24.1 Power to Relax	No provision		<b>Power to Relax:</b> "In exigency of work or to execute the specialized nature of works the power to relax any provision of the rules/clause shall vest with a committee, comprising of Engineer-in-Chief, HP JSV, Chief Engineer/Zonal Chief Engineer, Controller (F&A) & Deputy Director Law.
24.2 Dispute Redressal Committee	No Provision		In case of dispute arising with regards to the enlistment/ upgradation/ revalidation with reference to above rules, the contractor shall have right to represent his case before the state level Dispute Redressal Committee(DRC) comprising of Engineer-in-Chief, HP JSV, Chief Engineer/Zonal Chief Engineer, Controller (F&A) & Deputy Director (Legal), and the DRC shall decide the matter within 90 days from the date of submission of the application whose decision shall be final and binding on both the parties.
24.3 Jurisdiction in respect of dispute	No provision		<b>Jurisdiction in respect of dispute:</b> All the disputes regarding these rules shall be subject to the Jurisdiction of Courts within the territory of the Enlistment Authority.

**ANNEXURE – XIV**  
**Cost of Tender document**

	<b>Cost of Tender document</b>	<p>Cost of Tender document :-</p> <ol style="list-style-type: none"> <li>1. Tender documents for works costing upto 10 lakh = Rs. 250/-</li> <li>2. Tender documents for above 10.00 lakh to 40 lakh = Rs. 400/-</li> <li>3. Tender documents for above 40.00 lakh to 1 crore = Rs. 800/-</li> <li>4. Tender documents for above one crore to 2 crore = Rs. 1500/-</li> <li>5. Tender documents for above 2 crore = Rs. 2500/-</li> </ol>	<p><b>Proposed amendments</b></p> <ol style="list-style-type: none"> <li>1. Tender documents for works costing upto 20 lakh = Rs. 500/-</li> <li>2. above 20.00 lakh to 50 lakh = Rs. 800/-</li> <li>3. above 50.00 lakh to 1 crore = Rs.1500/-</li> <li>4. above 1 crore to 2 crore = Rs 2500/-</li> <li>5. above 2 crore to 5 crore = Rs.5000/-</li> <li>6. above 5 crore to 10 core =Rs. 7500/-</li> <li>7. above 10 crore= Rs. 10,000/-</li> </ol>
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**ANNEXURE – XV**  
**EARNEST MONEY DEPOSIT**

<b>Sr. No.</b>	<b>Class</b>	<b>Existing Rates</b> Earnest Money for Class A, B, C & D	<b>Proposed Amendment in Rates</b>
1	A	i) For works costing upto 15 lacs = 2 %	i) For works costing upto 2.00 Cr. = 2 %
2	B	ii) For works costing between 15 to 50 lacs = (i) +1.5 %	ii) For works costing between 2.00Cr. to 10.00 Cr. = (i) +1.5 %
3	C	iii) For works costing above 50 lacs = (ii) + 1% without any limit	iii) For works costing above 10.00 Cr. = (ii) + 1% without any limit
4	D		

## ANNEXURE – XVI

### SECURITY DEPOSIT

Security Deposit	<p>(I) The rates for deposit of security amount by contractors will be as under:-</p> <p>(i) For works costing Rs. 2 lacs = 10%</p> <p>(ii) For works costing between Rs. 2 to 5 lacs = (i)+7½ %</p> <p>(iii) For works costing between Rs. 5 to 50 lacs = (ii)+5 %</p> <p>(iv) For works costing above 50 lacs = (iii) +2½ %</p> <p>(without any limit)</p>	No Change
	<p>50% of the security will be returned on completion/handing over of works and remaining security amount will be released after the defect liability period is over. Security amount will also be allowed to be deposited in the shape of National Saving Certificates, Fixed Deposit Receipts and other certificates included in para 22.3 (ii) of the C.P.W.D. Manual. The firm/contractor may deposit one-time lump-sum minimum security amount of Rs. 10.00 lacs with Engineer-in-Chief/Chief Engineer in any of the permissible forms and secure exemption from payment of Security Deposit in individual cases for works located in different parts of the State. This facility would be limited to 3 times the deposited amount in a single/or more works.</p>	<p>Security amount will also be allowed to be deposited in the shape of National Saving Certificates, Fixed Deposit Receipts and other certificates included in para 22.3 (ii) of the C.P.W.D. Manual duly pledged in favour of Executive Engineer (JSV) of the concerned Division. 50% of the security will be returned on completion/handing over of works and remaining security amount will be released after the defect liability period is over.</p>

### Agenda 3

#### 1. Procedure for procurement which is not defined in the delegation of financial powers of JSV, the procedure may be adopted as per CPWD Manual for specifications.

It is proposed that in case of emergent works CPWD Works manual 2022 may be adopted. The contents of emergent works as per CPWD Works Manual 2022 is being reproduced as under:-

##### **Emergent Works**

These are emergency works which arise all of sudden and are of inescapable nature requiring immediate action that cannot brook any delay like:

- (i) Natural calamities like Earthquakes, Blizzards, Hurricanes/Lightening, Tornados Tsunami waves, Floods.
- (ii) Other causes like Explosion/Arson, Fire, War, Sudden collapse of building/bridge Terrorist attack, Mass strike affecting civic services such as water, sewer and power supply, spread of epidemic, works required for maintaining law and order.
- (iii) Restoration of essential services in case of accidents / break down etc.
- (iv) Ceremonial functions at the time of death of President/Ex President, Vice President / Ex Vice President, Prime Minister/ Ex Prime Minister, Governor/Ex Governor Chief Minister/Ex Chief Minister and Deputy Chief Minister/Ex Deputy Chief Minister.
- (v) Restoration of services in Parliament, President/ Vice President House/ Prime Minister House, Prime Minister's office, Hyderabad House, National Security Council Secretariat, Vidhan Sabha, Governor/Ex Governor, Chief Minister/Ex Chief Minister and Deputy Chief Minister/Ex Deputy Chief Minister and other Buildings of National importance and prestige.
- (vi) Works ordered by OSD/PS to PM/CM, OSD to Dy PM/ Dy CM and Vice President Secretariat to be executed by JSV within a specific time frame.
- (vii) Works on a specific reference from the Secretariat to the President of India or Governor of Himachal Pradesh.
- (viii) Critical Hospital services works on the requisition from Medical Supdt. or equivalent.
- (ix) Woks on the specific reference from Chief of Protocol, Min. of External Affairs or on his behalf for Hyderabad House, New Delhi.
- (x) Any other work, apart from the above, declared as Emergent by the CE or the next authority i.e. Engineer-in-Chief if there is no CE.
- (xi) To ensure- transparency and uniformity while declaring the works emergent, the Competent Authority i.e. E-in-C/CE/SE should record a certificate that:
  - (a) The work has arisen all of sudden
  - (b) The work is of inescapable nature requiring immediate action that cannot brook any delay.The competent Authority while declaring any work as emergent may also decide the mode of calling quotations i.e. whether spot or through e-tender portal duly supported with reasons.

- (xii) Details of works awarded on the basis of spot quotation should be compiled by each circle / zone (SE/CE) on quarterly basis and submitted to CE/E-in-C.

The Engineer in charge as per his competence shall proceed to carry out the necessary work and shall immediately intimate PAO concerned that such liability is being incurred with approximate amount of liability. The competent officer should initiate action for the A/A & E/S and accord of T/S (if applicable) to regularize the liability.

Such emergent works can be executed without call of tenders by issuing work order or on hand receipt after collecting spot quotations as per delegation of powers given in "Compendium of Financial Powers Delegated to CPWD Officers". Spot quotations shall be collected by officers not below the level of AE/ AEE.

(Normal works which require compressed schedule for completion/early start should not be considered as Emergent works)

**Table- 1 JSV Enlistment Rules**

Category	Class	Enlistment Authority & Jurisdiction	Tendering limit	Past experience of completed works in last 7 years	Financial soundness	Engineering Establishment	Fee
Civil	A	CE All over H.P State.	Without any limit. Subject to mandatory prequalification criteria <b>(Annexure-XIII)</b> for the works costing above Rs. 5 Crore.	Three works of the value of 75% of the Tendering limit for B Class Contractor i.e Rs. 375.00 lacs as the present Tendering limit for B Class is Rs. 5.00 Crore with total aggregate works of Rs. 25.00 crore which is 5 times of the Tendering limit of Class B Contractors. <b>Or</b> An Un-employed (Bonafide Himachali) Graduate Engineer having degree in Civil Engineering will be eligible for registration directly in this class without any work experience /work done.	Solvency certificate of Rs. <b>25.00 lacs</b> & immovable property of <b>Rs. 30.00 lacs</b> .  Un-employed degree holder Engineer shall furnish the particulars of having possessed immovable property duly attested by Revenue authorities. In case they do not possess any immovable property in individual name, they shall furnish legal surety of their parents/ FDR of an equivalent amount from a scheduled bank duly pledged in the name of	The Contractor should have the following staff in his regular establishment:- 1. One Graduate Engineer (C) with minimum experience of three years. 2. Diploma holder in Civil Engineering minimum experience of five years. 3. Surveyor 1 No. with three years experience. 4. One No.	<b>Enlistment fee Rs. 25,000/- Cost of Form Rs. 1000/- Renewal Fee will be 50% of Enlistment Fee</b>

				<p>An Un-employed (Bonafide Himachali) Graduate Engineer (Civil) who is enlisted in Class "A" Contractor shall be permitted to tender for works up to Rs. 3.00Crore only for 1<sup>st</sup> bidding, without depositing earnest money. However, the bidder shall have to submit undertaking accepting that if they withdraw or modify their bids during the period of validity or they fail to sign the contract, they will be suspended for a period of time specified in the request for bids. The earnest money shall required to be deposited for all the works above Rs. 3.00 Crore like other Contractors. Such contractor shall however, be eligible to tender for the works upto any limit, on the production of documentary evidence that they have successfully completed the works upto Rs.3.00 Crore or more than Rs.3.00 Crore in any Govt. or Semi Govt. agency as per the eligibility &amp; qualification criteria notified by the Govt. from time to time.</p>	Enlisting Authority.	Foreman(ITI trained). 5. One No. work Mistry.	
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Category	Class	Enlistment Authority & Jurisdiction	Tendering limit	Past experience of completed works in last 7 years	Financials soundness	Engineering Establishment	Fee
Civil	B	CE All over H.P State	Rs. 5 Crore.	<p>Three works of the value of 75% of the Tendering limit for C Class Contractor i.e Rs. 150.00 lacs as the present Tendering limit for C Class is Rs. 200.00 Lacs with total aggregate works of Rs. 10.00 crore which is 5 times of the Tendering limit of Class C Contractors.</p> <p><b>Or</b></p> <p>An Un-employed (Bonafide Himachali) Graduate Engineer (other than Civil), or Graduate Architecture or three years Diploma in Civil Engineering will be eligible for registration directly in this class without any work experience /work done.</p> <p>An Un-employed (Bonafide Himachali) Graduate Engineer (other than Civil) or Graduate Architecture or Diploma in Civil Engineering enlisted</p>	<p>Solvency certificate of Rs. <b>5.00 lacs</b> &amp; immovable property of <b>Rs. 15.00 lacs.</b></p> <p>An Un-employed Graduate Engineer (other than Civil), or Graduate Architecture or three years Diploma in Civil Engineering shall furnish the particulars of having possessed immovable property duly attested by Revenue authorities. In case they do not possess any immovable property in individual name, they shall furnish legal surety of their parents/FDR of an equivalent amount from a scheduled bank duly pledged in the name of Enlisting</p>	<p>The Contractor should have the following staff in his regular establishment:-</p> <ol style="list-style-type: none"> <li>1. One No. qualified three years Diploma in Civil Engineering with at least one year Experience.</li> <li>2. One No. Foreman (ITI trained).</li> <li>3. One No. work Mistry.</li> </ol>	<p><b>Enlistment fee Rs. 12,500/-</b>  <b>Cost of Form Rs. 1000/-</b>  <b>Renewal Fee will be 50% of Enlistment Fee</b></p>



			<p>as Class "B" Contractor shall be permitted to tender for works up to Rs. 1.00 Crore only for 1<sup>st</sup> bidding, without depositing earnest money. However, the bidders shall have to submit undertaking accepting that if they withdraw or modify their bids during the period of validity or they fail to sign the contract, they will be suspended for a period of time specified in the request for bids. The earnest money shall required to be deposited for all the works above Rs. 1.00 Crore like other Contractors. Such contractor shall however, be eligible to tender for the works upto Rs. 5.00 Crore, on the production of documentary evidence that they have successfully completed the works upto Rs.1.00 Crore or more than Rs.1.00 Crore in any Govt. or Semi Govt. agency as per the eligibility&amp; qualification criteria notified by the Govt. from time to time.</p>	Authority.		
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Category	Class	Enlistment Authority & Jurisdiction	Tendering limit	Past experience of completed works in last 7 years	Financial soundness	Engineering Establishment	Fee
Civil	C	SE All over H.P State	Rs. 2 Crore.	<p>Three works of the value of 75% of the Tendering limit for D Class Contractor i.e Rs. 37.50 lacs each as the present Tendering limit for D Class is Rs. 50.00 Lacs with total aggregate works of Rs. 2.50 crore which is 5 times of the Tendering limit of Class D Contractors.</p> <p><b>Or</b></p> <p>An Un-employed (Bonafide Himachali) Diploma Holder Architecture or three years Diploma in Engineering other than Civil will be eligible for registration directly in this class without any work experience/ work done.</p> <p>An Un-employed (Bonafide Himachali) Diploma Holder in Architecture or Diploma Holder in Engineering other than Civil enlisted in Class "C" shall be permitted to tender for works up to Rs. 50.00 lakh only for 1<sup>st</sup> bidding without depositing earnest money.</p> <p>However, the bidders shall have to submit undertaking accepting that if they withdraw or modify their bids during the period of validity or they fail to sign the contract, they will be suspended for a period of time specified in the</p>	<p>Solvency certificate of <b>Rs. 2.50 lacs</b> &amp; immovable property of <b>Rs. 6.00 lacs.</b></p> <p>An Un-employed (Bonafide Himachali) Diploma Holder Architecture or three years Diploma in Engineering other than Civil shall furnish the particulars of having possessed immovable property duly attested by Revenue authorities. In case they do not possess any immovable property in Individual name, they shall furnish legal surety of their parents/FDR of an equivalent amount from a scheduled bank duly pledged</p>	<p>The Contractor should have the following staff in his regular establishment:-</p> <p>1. One No. work Mistry.</p>	<p><b>Enlistment fee Rs. 7500/-</b> <b>Cost of Form Rs. 1000/-</b> <b>Renewal Fee will be 50% of Enlistment Fee</b></p>

				request for bids. The earnest money shall required to be deposited for all the works above Rs. 50.00 Lacs like other Contractors. Such contractor shall however, be eligible to tender for the works uptoRs. 2.00 Crore, on the production of documentary evidence that they have successfully completed the works upto Rs.50.00 Lakh or more than Rs. 50.00 Lakh in any Govt. or Semi Govt. agency as per the eligibility & qualification criteria notified by the Govt. from time to time.	in the name of Enlisting Authority.		
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Category	Class	Enlistment Authority &Jurisdiction	Tendering limit	Past experience of completed works in last 7 years	Financial soundness	Engineering Establishment	Fee
Civil	D	EE Within Zone of Registration	Rs. 50 Lacs.	Nil	Solvency certificate of Rs. <b>1.00 lacs</b> & immovable property of <b>Rs. 3.00 lacs.</b> The contractor shall furnish the particulars of having possessed immovable property duly attested by Revenue authorities. In case they do not possess any immovable property in individual name, they shall furnish legal surety	Not required	<b>Enlistment fee Rs. 2500/- Cost of Form Rs. 1000/- Renewal Fee will be 50% of Enlistment Fee</b>

					of their parents/ FDR of an equivalent amount from a scheduled bank duly pledged in the name of Enlisting Authority.		
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**Recommendations of the Sub Committee constituted to finalise the procedure of application and necessary required documents for obtaining a new water connection in rural and urban area.**

The Sub-Committee was established to streamline the application process and identify the requisite documents for acquiring new water connections in both rural and urban areas. Formed during the 6th session of the State Level Technical Committee (SLTC) 2023-24 on October 21, 2023, under the Chairmanship of the Chief Engineer (D&M), it included the following key members

1. Superintending Engineer of JS Circle Sundernagar,
2. Controller (CTR) of the Office of EnC, JSV, and
3. Executive Engineer of JS Division Nahan.

Convening its first meeting on January 23, 2024, it was unanimously agreed that a comprehensive review of the current field practices should precede the finalization of any proposals.

During the review process, the Committee noted that the authority to sanction new private water connections had been delegated to Assistant Engineers by the Principal Secretary (IPH) to the Government of Himachal Pradesh, as per Notification No. IPH-B(F)4-3/11 dated December 2, 2011. Applications were being accepted through both online and offline modes, in contradiction to the directive issued by the Secretary (JSV) on December 28, 2020. According to this directive, all applicants were mandated to apply for commercial/domestic water connections exclusively through the online portal <https://www.hpiph.org> and no offline applications for obtaining commercial or domestic water connections shall be entertained after December 31, 2020.

Furthermore, the Committee identified discrepancies in the prescribed documents required for the sanction of new water connections between Sundernagar and Nahan Circle

	Sundernagar Circle	Nahan Circle
1.	<b>FOR RURAL (NON-SADA /TCP AREA)</b> 1 UID-AADHAAR Card 2 Pradhan Report 3 Patwari Report/Zamabandi 4 Affidavit attested by Notary/Tehsildar/Naib-Tehsildar	<b>FOR RURAL (NON-SADA/TCP AREA)</b> 1. Application Form 2. Affidavit of 20 conditions 3. Photocopy of Aadhar Card
2.	<b>FOR RURAL (SADA/TCP AREA)</b> 1 UID-AADHAAR Card 2 NOC for new water connection from SADA/TCP 3 Approved copy of map of building (for which water connection is being taken) from SADA/TCP 4 Patwari Report/Zamabandi 5 Affidavit attested by Notary/Tehsildar/Naib-Tehsildar	<b>FOR RURAL (SADA /TCP AREA)</b> 1. Application Form 2. Affidavit of 20 conditions 3. Photocopy of Aadhar Card 4. TCP's N.O.C. (If the applicant's land comes under TCP area).

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3.	<b>FOR URBAN AREA</b> 1 UID-AADHAAR Card 2 NOC for new water connection from MC 3 Approved copy of map of building (for which water connection is being taken) from MC 4 Patwari Report/Zamabandi 5 Affidavit attested by Notary/Tehsildar/Naib-Tehsildar	<b>FOR URBAN AREA</b> 1. Application Form 2. Original copy from NOC Committee 3. Affidavit of 20 conditions (Respect) 4. Photocopy of Aadhar Card 5. Photocopy of Jamabandi (Fard)  <b>FOR URBAN AREA (Commercial)</b> 1. Application Form 3. Affidavit of 20 conditions 4. Photocopy of Aadhar Card
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As per the online portal the following documents are required while applying for water connection which further varies from the above

In light of the aforementioned observations, the committee has noted the following:

1. There is inconsistency in the mandatory documents required by different offices, which deviates from the notifications issued by the Government.

*(Handwritten signatures and initials)*

2. While applying for connections online, there is no distinction in the prescribed documents for Rural (non-SADA/non-TCP area), Rural (SADA/TCP area), Urban area, or between domestic and commercial connections.
3. Despite explicit instructions from the office of the Engineer-in-Chief, vide letter no 8399-8418 dated 28<sup>th</sup> March, 2008 stating that revenue papers are not mandatory for water connection release, Patwari Reports/Zamabandi are still being requested.
4. The application form under the Jal Jeevan Mission has been simplified, as per Annexure A, requiring only basic details such as the name of the head of the household, Aadhaar number, telephone number, and address proof, along with an undertaking from the beneficiary.

**To comply with the directions issued by the Government from time to time and to streamline the procedure for ensuring uniformity throughout the state, the committee recommends the following:**

1. Reiterate the directions to accept only online applications and discontinue the acceptance of offline applications.
2. Standardize the language of affidavits across all offices of the state after legally vetting the proposed terms and conditions, as outlined in Annexure B from Legal Section O/o EnC, JSV Shimla .
3. Make the terms and conditions of the affidavit/undertaking the first screen visible to the beneficiary upon logging into the portal for applying for the water connection. The beneficiary should be able to proceed with the application after accepting these terms and conditions.
4. The legal section O/o EnC JSV to examine the requirement of submitting hard copies of affidavits/undertakings when the terms and conditions of the affidavit/undertaking have been accepted online by the applicant / beneficiaries.
5. Process water connection applications without the submission of hard copies of documents. Only those documents prescribed by the legal section should be made mandatory for submission in hard copy.
6. Bifurcate the online application for water connections with following options:
  - i) Rural (non-SADA/non-TCP area) domestic connections
  - ii) Urban, rural (SADA/TCP area) domestic connections
  - iii) Commercial connections in any area
7. To simplify the procedure for availing connections the
  - i) **In Rural (non-SADA/non-TCP area)** solicit applications similar to the approved format under the Jal Jeevan Mission. This will ensure procedural uniformity, particularly in rural

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areas, where over 90% of JSV consumers are situated. However, only the first connection to the household be provided by the department by laying the pipelines free of cost. Subsequent connections demanded by the beneficiary be provided under the same terms and conditions, with the responsibility for laying the pipeline and associated costs lying with the beneficiary.

The following documents be solicited online:

- a. Affidavit with the prescribed conditions
- b. Copy of Aadhar Card,
- c. Telephone No
- d. Address proof.

ii) **In Urban, Rural (SADA /TCP area) Domestic connections**

The following documents be solicited online

- a. Affidavit with the prescribed conditions
- b. Copy of Aadhar Card,
- c. Telephone No
- d. Address proof.
- e. NOC from ULB, SADA / TCP
- f. NOC from owner if applicant is a tenant or Allotment letter in case of Government accommodation

iii) **In Commercial connections any Area**

The following documents be solicited online

- a. Affidavit with the prescribed conditions
- b. Copy of Aadhar Card,
- c. Telephone No
- d. Address proof.
- e. NOC from owner if applicant is a tenant

*AS*  
Executive Engineer  
Jal Shakti Division, Nahan

*WJ*  
Joint Controller (CTR)  
Controller (F&A)  
Jal Shakti Vibhag  
Tutikandi, Shimla-5

*BLT*  
Superintending Engineer JS

*Ch*  
Chief Engineer (D&M),  
O/o EnC, JSV Shimla



**APPLICATION FOR WATER CONNECTION UNDER JAL JEEVAN MISSION**

Date:-

The Assistant Engineer,  
JSV Sub Division.

It is requested that Functional Household Tap Connection (FHTC) under Jal Jeevan Mission be kindly provided to my house with details as under.

1. Name of the head of the household : \_\_\_\_\_
2. Aadhaar No. \_\_\_\_\_
3. Telephone No. \_\_\_\_\_
4. Email ID (Optional) \_\_\_\_\_
5. Address (with proof) \_\_\_\_\_

I agree to give Rs.100/- as beneficiary contribution for installation of the Functional Household Tap Connection (FHTC).

I agree to pay the water charges as notified by the Himachal Pradesh Government from time to time.

I agree to arrange permission of the land owners to allow laying of the pipe line from my house/premises to the supply line of IPH Department. I will permit IPH Department to lay pipeline through my land and setbacks of my property so as to provide household tap connection to other beneficiaries.

I agree to use the water only for domestic purpose.

I certify that I have not encroached upon any private or government land for construction of my house.

Signature of Applicant / *dey*

(Name in capital letter)

**For office use only**

The Functional Household Tap Connection (FHTC) is hereby sanctioned in favour of and Aadhaar No. No... Address. Telj ...vide online Account No...and IPH Account No.....as per his application dated...

Assistant Engineer  
JSV Sub Division.....

Copy for information to Sh (Name & Address of the head of household).

*af*

*R*

*d*

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**PROPOSED APPLICATION FORM FORMAT FOR WATER CONNECTION**

Date:-

The Assistant Engineer,  
JSV Sub Division.....

It is requested that water connection be kindly sanctioned in my favour at my house as per details hereunder.

1. Name of the consumer : \_\_\_\_\_
2. Father's Name: \_\_\_\_\_
3. Aadhaar No ( Enclose copy) \_\_\_\_\_
4. Telephone No. \_\_\_\_\_
5. Email ID (Optional) \_\_\_\_\_
6. Address (with proof) \_\_\_\_\_

**Affidavit / Undertaking**

1. I hereby solemnly affirm to comply with the water charges as stipulated by the Government of Himachal Pradesh, subject to periodic notifications.
2. I undertake to adhere to the specifications and site plans approved by the duly authorized representative of Jal Shakti Vibhag, Government of Himachal Pradesh, regarding the laying of pipelines, installation of water meters, and other relevant appurtenances.
3. I acknowledge and consent to the possibility of the department resorting to water rationing measures and restricting water supply in cases of water scarcity, in accordance with established protocols.
4. I grant permission to the officials and representatives of Jal Shakti Vibhag to conduct inspections of the pipelines and monitor water usage within my premises.
5. I commit to obtaining the necessary permissions from the respective landowners for the installation of pipelines from my property to the supply line of the Jal Shakti Vibhag.
6. I acknowledge that I bear personal responsibility for laying the water supply line up to the connection point of Jal Shakti Vibhag. Furthermore, I understand that any legal disputes arising from the installation of water lines or provision of water connections shall be my sole responsibility, absolving Jal Shakti Vibhag from any liability.
7. I authorize Jal Shakti Vibhag to lay pipelines through my land and setbacks to facilitate household tap connections for other beneficiaries.
8. I undertake to utilize the water provided solely for domestic or commercial purposes and to ensure that there is no misuse or wastage from my pipeline or premises. I acknowledge that any



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misuse of water for other purposes may result in the disconnection of my water connection by Jal Shakti Vibhag.

9. I certify that I am the rightful owner or tenant of the aforementioned property where the connection is being sought.
10. I affirm that no encroachment has been made upon any private or government land for the construction of my property.
11. I acknowledge that any false assertions made herein may lead to the disconnection of my connection, and I consent to the initiation of penal action against me in accordance with the governing laws and regulations.

Signature of Applicant | *Debonant*

Name in capital letter

For office use only

The water connection is hereby sanctioned in favour of Sh..... Aadhaar No.. Address. Tel ...vide online Account No...and IPH Account No.....as per his application dated...

Assistant Engineer  
JSV Sub Division.....

Copy for information to Sh (Name & Address of the beneficiary).

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APPLICATION FORM FOR WATER CONNECTION

Date:-

The Assistant Engineer,  
JSV Sub Division.....

It is requested that water connection be kindly sanctioned in my favour at my house as per details hereunder.

1. Name of the consumer : \_\_\_\_\_
2. Fathers Name: \_\_\_\_\_
3. Telephone No. \_\_\_\_\_
4. Email ID (Optional) \_\_\_\_\_
5. Aadhaar No ( Upload copy) \_\_\_\_\_
6. Address ( Upload copy of proof) \_\_\_\_\_
7. Affidavit / Undertaking on stamp paper of Rs. 50/- duly notarized by the Notary Public ( Upload copy) \_\_\_\_\_

Signature of Applicant/Deponent

(Name in capital letter)

**For office use only**

The water connection is hereby sanctioned in favour of Sh..... Aadhaar No.. Address. Tel ...vide online Account No...and IPH Account No.....as per his application dated...

Assistant Engineer  
JSV Sub Division.....

Copy for information to Sh (Name & Address of the beneficiary).

### **Affidavit / Undertaking**

I, aforesaid applicant/ deponent for domestic water connection, for individual house aged about.....  
R/O.....do hereby solemnly affirm on oath and State as under:

1. I hereby solemnly affirm to comply with the water charges as stipulated by the Government of Himachal Pradesh, subject to periodic notifications.
2. I undertake to adhere to the specifications and site plans approved by the duly authorized representative of Jal Shakti Vibhag, Government of Himachal Pradesh, regarding the laying of pipelines, installation of water meters, and other relevant appurtenances.
3. I acknowledge and consent to the possibility of the department resorting to water rationing measures and restricting water supply in cases of water scarcity, in accordance with established protocols.
4. I grant permission to the officials and representatives of Jal Shakti Vibhag to conduct inspections of the pipelines and monitor water usage within my premises.
5. I commit to obtaining the necessary permissions from the respective landowners for the installation of pipelines from my property to the supply line of the Jal Shakti Vibhag.
6. I acknowledge that I bear personal responsibility for laying the water supply line up to the connection point of Jal Shakti Vibhag. Furthermore, I understand that any legal disputes arising from the installation of water lines or provision of water connections shall be my sole responsibility, absolving Jal Shakti Vibhag from any liability.
7. I authorize Jal Shakti Vibhag to lay pipelines through my land and setbacks to facilitate household tap connections for other beneficiaries.
8. I undertake to utilize the water provided solely for domestic or commercial purposes and to ensure that there is no misuse or wastage from my pipeline or premises. I acknowledge that any misuse of water for other purposes may result in the disconnection of my water connection by Jal Shakti Vibhag.
9. I certify that I am the rightful owner or tenant of the aforementioned property where the connection is being sought.
10. I affirm that no encroachment has been made upon any private or government land for the construction of my property.
11. I acknowledge that any false assertions made herein may lead to the disconnection of my connection, and I consent to the initiation of penal action against me in accordance with the governing laws and regulations.

**Signature of Applicant/Deponent**

**(Name in capital letter)**

#### **VERIFICATION**

I, further do hereby declare that all the statements made in Para 1 to 11 herein above are true to the best of my knowledge and nothing has been concealed as no part of it is false. I understand that if any

information furnished by me is found to be false, Jal Shakti Vibhag/ EE or AE can take punitive action against me.

Signature of Applicant/Deponent

**Note:**

Above undertaking on stamp paper of Rs. 50/- is required to be duly notarized by the Notary Public and only accepted through online mode.



0177-2621401

e-mail :-pwd-hp-@ nic.in

No. PW/CTR. 32-20/-Genl. Inst. GST/2020- 332-432.

To

HIMACHAL PRADESH  
PUBLIC WORKS DEPARTMENT

Annexure II

Urgent

Dated:- 12/5/2020.

All the Chief Engineers,

In HPPWD.

All the Superintending Engineers,

In HPPWD.

**Subject:- Regarding implementation of GST in the Public Works Department in the Works Contracts.**

This is in continuation to this office letter of even file No. 15556-656 dated 10/08/2018 vide which the decision of the Govt., on implementation of the GST was conveyed and circulated for information and necessary compliance.


Now the Govt., vide Principal Secretary (PW) to the Govt., of H. P letter No. PBW (B) C (17)1/2020 dated 06/05//2020 has amended/superseded only Para (II) of the guidelines issued vide letter dated 07/08/2018 regarding implementation of GST in Public Works Department(copy enclosed) as under:-

“(ii) जिन ठेकेदारों को कार्य 01.07.2017 को व पूर्व आबंटित किये थे, को माल सेवा कर (GST) की प्रतिपूर्ति, सम्बन्धित अधिषासी अभियन्ता को GST Return की मूल प्रति तथा GST भुगतान की पावती सहित दावा प्रस्तुत करने उपरान्त, सड़क निर्माण से सम्बन्धित कार्यों हेतु ग्रामीण विकास मन्त्रालय भारत सरकार के पत्र सं० NRDA-G021(17)/32017-FA/1793 to 1821 दिनांक 06.06.2018 जोकि Annexure-B पर है तथा भवनों/संरचनाओं से सम्बन्धित कार्यों हेतु केन्द्रीय लोक निर्माण विभाग के office Memorandum No. SE/TAS/GST/08 दिनांक 04.12.2017 जोकि Annexure-C पर है, द्वारा जारी दिशा-निर्देशों के आधार पर की जाएगी ।

The other term & condition of the letter dated 07/08/2018 shall remain unchanged.


You are therefore requested to take necessary action in the matter accordingly and also direct all the field offices working under your control( S.E./E.E.) to adhere the instructions and take necessary action as per guidelines issued in letter & sprit to avoid unnecessarily litigation in later stage.

Encl. As above.

  
Engineer -in Chief.  
HPPWD, Shimla-2.

Copy of above is forwarded to the following for information and necessary action to:-

1. The Principal Secretary (PW),to the Govt., of H.P.
2. The Principal Secretary (Finance) to the Govt., of H.P.
3. The Engineer-in-Chief (Project) HP PWD Shimla.
4. The Registrar HPPWD Shimla.
5. All the Branch Officers (Internal)
5. The Store Purchase Officer in HPPWD, Nigam Vihar Shimla.
6. All the Executive Engineers in HPPWD( e-mail) for taking immediately necessary action.
7. The Executive Engineer (IT) for information and putting the same to departmental website.

  
Engineer -in Chief.  
HPPWD, Shimla-2.

No. PBW (B) C (17)1/2020  
Government of Himachal Pradesh  
Public Works Department

From

The Principal Secretary (PW) to the  
Government of Himachal Pradesh

To

The Engineer-in-Chief,  
HP.PWD, Nigam Vihar, Shimla-2

Dated: Shimla-171002 the 06.05.2020

Subject: Regarding implementation of GST in the Public Works Department  
in the works Contracts.

Sir,

I am directed to refer to your letter No. PWE/CTR 32-20/-Enlst. Rules/2019-16887 dated 27/12/2019 on the subject cited above and to say that in order to maintained uniformity in all the road works (PMGSY, NABARD, CRF, World Bank, State Works etc.) and for all buildings & similar works, the Government has decided to amend/supersede only the Para (ii) of the guidelines issued vide this department letter No. PBW(B)C(17)2/2012 dated 07.08.2018 for implementation of GST in the Public Works Department in the works contracts , which is as under:-

“(ii) जिन ठेकेदारों को कार्य 01-07-2017 को व पूर्व आबंटित किये थे, को माल सेवा कर (GST) की प्रतिपूर्ति, सम्बन्धित अधिषाशी अभियन्ता को GST Return की मूल प्रति तथा GST भुगतान की पावती सहित दावा प्रस्तुत करने उपरान्त, सड़क निर्माण से सम्बन्धित कार्यों हेतु ग्रामीण विकास मन्त्रालय भारत सरकार के पत्र सं० NRDA-G021(17)/32017-FA/1793 to 1821 दिनांक 06-06-2018 जोकि Annexure-B पर है तथा भवनों/संरचनाओं से सम्बन्धित कार्यों हेतु केन्द्रीय लोक निर्माण विभाग के Office Memorandum No.SE/TAS/GST/08 दिनांक 04-12-2017 जोकि Annexure-C पर है, द्वारा जारी दिशा-निर्देशों के आधार पर की जाएगी।”

You are, therefore, requested to take further necessary action

accordingly.

Yours faithfully,

(Ritu Raj Verma)

Deputy Secretary (PW) to the  
Government of Himachal Pradesh

Supdt.

23  
11/5/20

J.C. (PWA)

11/5/20

FR  
CR-VI

11/5/20

Immediate  
Pl. circulate to all DDOs/SE/CE etc.



Endst. No. As above Dated: Shimla-171002

06.05.2020

1. The Addl. Chief Secretary (Industries) to the Govt. of HP.
2. The Principal Secretary (Finance) to the Govt. of HP
3. The Principal Secretary (Excise and Taxation) to the Government of HP.
4. The Secretary (Environment Science & technology) to the Govt. of HP
5. The Secretary (Food & Supply) to the Government of HP.
6. The Deputy Secretary (GAD) to the Government of Himachal Pradesh w.r.t cabinet item No. 17 dated 03/04/2020.
7. The Director Industries, Udyog Bhawan, Bemloe, Shimla-171001
8. The Managing Director Civil supplies HP, Shimla-171009.
9. G/F



(Ritu Raj Verma)

Deputy Secretary (PW) to the  
Government of Himachal Pradesh

File No. NRRDA-G021(17)/32017-FA/179329/182175

Dated: 06.06.2018.

To

The Principal Secretary/ Secretary of Nodal Departments of PMGSY (State/UT), Empowered Officers/CEOs & Chief Engineers of SRRDAs, General Managers Finance (NEAs). (All State)

Subject: Implementation of Goods and Service tax- Works Contract

Sir/Madam,

Government of India has enacted the Goods and Services Act 2017 throughout India w.e.f. 1.07.2017. The GST has subsumed various indirect Taxes of both the Central & State Government, such as Central Excise Duty, Service Tax, Central Sales Tax (CST/ Works Contract Tax (WCT)/ State Value Added Tax (VAT), Additional Custom Duty (CVD) and special Additional Duty (SAD) apart from Entry Tax and Octroi Charges etc.

2. The Standard Bidding Document (SBD) makes provisions about the taxes which directly related to Contract Value. It incorporates that whenever the tax structure is changed during the ongoing contract and new law comes into force then the contractor has to be refunded the increased amount of taxes, if any and similarly, recovery is to be made from the contractor if the taxes have decreased.
3. On request of various States, seeking clarifications of GST and issuance of guidelines for future references, this office in consultation with Integrated Finance Division (IFD) of Ministry of Rural Development (MoRD) has worked out comprehensive guidelines and categorized all the projects under PMGSY into four different categories of A, B, C and D to enable the States to calculate additional tax burden.
4. The adoption and the consequent implication of GST under PMGSY will be on the following categories of works -

i. Works sanctioned, prior to 01.07.2017, under different phases of PMGSY and which are ongoing i.e. subsisting contracts( including the delayed projects, beyond the original intended completion date) under various stages of physical and financial progress -(Category A)

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ii. Works sanctioned, after 01.07.2017, under different phases of PMGSY wherein GST has not been accounted for in the original proposal/sanction and wherein Tenders have been completed-(Category B)

iii. Works sanctioned after 01.07.2017, under different phases of PMGSY wherein GST has not been accounted for in the original proposal/Sanction and for which tender process has not been initiated - (Category C).

iv. All new works proposed and yet to be proposed i.e. works which are in the pipeline under PMGSY - (Category D).

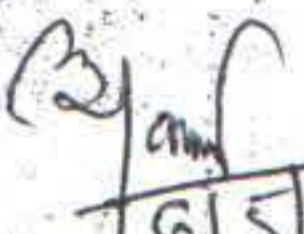
5. Following are the Guidelines suggested to be followed by all SRRDAs -

A. Category A

- i. The new Goods and Services Tax (GST) laws require that all Invoices should show the value of supply and GST separately, and the value of supply will therefore, include non-GST taxes, which remain embedded in the input prices, such as taxes on petroleum products.

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- ii. The Project components under different major heads (like Earth, Sand, Aggregates, Steel, Bitumen etc.) are to be intimated by the Contractor, checked and confirmed by the competent authority.
- iii. The major issue under GST regime is to identify the portion of the existing contract that will come under GST. Therefore, there is a need to cull out GST component of the existing contracts (i.e. the value of taxes subsumed under GST).
- iv. The benchmark date for this purpose will be 01.07.2017 i.e. GST will be applicable on the portions of the contracts that are being paid from 01.07.2017.
- v. The value of the portion of the work not completed or not paid for as on 01.07.2017 shall be divided into two components.
  - a. Value of work including taxes and duties such as Customs Duty, taxes on petroleum products and other non-VAT taxes that have not been subsumed into GST should be worked out.
  - b. The balance will be the value of taxes subsumed into GST such as Central Excise Duty and VAT i.e. GST component.
- vi. Therefore, the value of subsumed taxes under GST needs to be separated out from the contracted amount to arrive at the value of work.
- vii. The key issue is to estimate the value of subsumed tax carefully and as accurately as possible. For this purpose, an indicative Excel format is annexed for guidance. Model calculations are also attached herewith and states may workout similarly for all the ongoing works. Excel sheet indicates various project components which attract various types of taxes including ED, CST, VAT/WCT and other taxes which were already in the contract price as per the original contract. The same format can be used to compile the information for each ongoing project, taking into consideration the GST input tax credit available for the project. The assessment of subsumed shall be submitted by the contractor along with copies of invoices and statement of input taxes duly certified by a Chartered Accountant. It is responsibility of the contractor to furnish correct details of the subsumed taxes.
- viii. Once the value of work sanction and GST taxes are arrived, the employer may enter into supplemental agreement with revised agreement value that will be original contracted value minus the value of subsumed tax arrived as above plus GST of 12%. i.e., the cost of the subsumed taxes factored in the original contract value is required to be deducted from the original contract price to arrive at the actual amount of "cost of the project".
- ix. The GST law allows the ITC (Input Tax Credit) under the existing Acts (VAT etc) to be carried forward under their Transitional Provisions. Therefore, Section 140 of the GST law in effect allow credit of all subsumed taxes paid by a taxable person on his inputs, including the Central Excise Duty embedded in the price of inputs.
- x. Thus, the supplier gets ITC into the GST credit ledger through Transitional Provisions (including both the VAT and Central Excise Duty paid on the inputs).
- xi. The contractor while raising their bill and tax invoice post-GST, will now collect GST as indicated above from the employer and will remit the same to the respective Government. The entire GST of the supply will have to be finally borne by the employer.
- xii. The contractor will have to pay GST on the value of work, which he will pay to the respective Government, partly using the ITC that represents the taxes that he has already paid through the inputs, and partly using cash collected from the procuring entity concerned.
- xiii. Through this arrangement, the supplier also cannot claim to have incurred loss on account of embedded taxes that has been paid on the inputs.

  
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The works sanctioned after 01.07.2017, may be treated upon status of their work, as here under:

- a. For works, which have been awarded and commenced on the field, action may be initiated as detailed in the Category A above.

b. For works, which have been awarded but not commenced may also be treated as above before commencement of the work.

ii. In cases, where tenders are initiated as per the existing SBD (Standard Bidding Document) norms, there should be no change in the evaluation criteria for selection of the bidders and bids shall be evaluated based on the criteria mentioned in the tender documents. However, after identification of the lowest bidder, it must be ensured that, all taxes subsumed under GST are carefully deducted to arrive at the value of works under the GST law, and the agreements should provide for payment of value of works plus applicable GST.

**C. Category C**

- i. In cases, where the sanctions have been obtained after 01.07.2017 and tenders are yet to be initiated, the rates to be quoted shall be exclusive of GST and GST of 12% will be added to the value offered by the bidder separately.
- ii. The SBD may be modified to the above extent.
- iii. The Bill of Quantities (BoQ) shall also reflect prices offered by the bidder without GST and applicable GST separately.
- iv. The states shall work out the departmental cost of the work without GST for the purpose of evaluation and comparison with rates offered by the bidders.

**D. Category D**

- i. In cases of all new works to be proposed under PMGSY, the states shall prepare Schedule of Rate (SoR) after deducting the taxes subsumed under GST.
- ii. The Detailed Project Reports shall be prepared based on this revised SoR and the state may add 12% GST to cost of the work to arrive at the overall cost of the work.
- iii. In all such cases approval of SoR may be obtained from NRRDA as per existing practice.

**6. Revision of Cost**

The states shall work out the impact of GST for all the works individually for all category of works indicated above and shall submit detailed proposals based on the same. Any cost excess that may be required shall be borne by MoRD and the state in the existing Fund sharing pattern of PMGSY as may be applicable to the state.

7. These instructions will not apply to cases where the proposals have been made with necessary GST component for which no revision of cost is required or permitted.
8. This has concurrence of IFD, MoRD vide diary dated 28.05.2018. w

6/5/2020  
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**Copy to :**

1. JS (RC) & DG, NRIDA, Krishi Bhawan, New Delhi
2. All Financial Controllers of Nodal Departments of PMGSY
3. Director (Tech.)/ Director (P-III)/Director (P-I, P-II) NRIDA
4. Dy. Secretary (RC Division) MoRD, Krishi Bhavan, New Delhi
5. Dy. Secretary (IFD), MoRD, Krishi Bhavan, New Delhi.

Yours sincerely,

(Shamshi Dhyo S.)  
Director (F&A)

Director (F&A)

Project/ Contract details (EPC Contracts)

Name of the Contractor/ Concessionaire	Contract Agreement Number	Name of the Project
GST No.	Date	Bill No.
	State	Date:

Payment Details

a	b	c	d	e	f	g	h
Pre-GST Regime					GST Regime		
Gross Original Value of the Contract	Price variation upto 30.6.2017	Value of Services rendered upto 30.6.2017 as per original contract	Payments claimed upto 30.6.2017-original contract price	Payments claimed upto 30.6.2017-Price Variation	Bal. payments to be made after 01.07.2017 for services rendered upto 30.06.2017. (c-b-d-e)	Balance Services to be rendered-original contract Price	Remarks
					20,250	35,000	

Project Constituents	Percentage	Gross Original Value of the Contract Total	Percentage	Pre-GST	Percentage	Post-GST
a Gross Value of Contract		1,00,000		65,000		35,000
b Less : Margin				6,500		3,500
c Cost of the Project(a-b)		90,000		58,500		31,500
d Bitumen			9%		33%	10,300
e Steel			7%		10%	3,200
f Cement			4%		6%	2,000
g Aggregates, Sand etc.			21%		8%	2,400
h Pipes			1%		2%	600
i Oth. Materials			1%		1%	400
j HSD			22%		7%	2,300
k Labour			36%		33%	10,300
		90,000		58,500	100%	31,500

GST Implications (For balance work)	% Component	Value of Item In Cost	Excise duty %	VAT	Output VAT	Cost Incl. Taxes	GST rate	CST Amount	Output GST @ 12%	Total Cost under GST	Excess cost due to GST	Excess Impact due to GST (%)
Cost of the Project(a-b)						31,500						
Bitumen	33%	6,110				10,300		1,100	12%	6,975		
Steel	10%	2,565				3,200		462		2,929		
Cement	6%	1,618				2,000		453		1,866		
Aggregates, Sand etc.	8%	2,222				2,400		111		2,502		
Pipes	2%	545				600		98		622		
Oth. Materials	1%	360				400		101		415		
HSD	7%	2,130				2,300		0		2,385		
Labour	33%	9,537				10,300		0		10,681		
Cost of the Project	100%	25,086				31,500		2,324		28,375	-2564	-7.33%
Average Rate of Tax under Pre-GST							26%					

5 Billing Pattern		
Value of the work done by the Contract		35,000
Less : factored in Taxes (about)	26%	6,414
Adjusted Value of Work done		28,586
Add GST (on value of work done + Margin)	12%	3,850
Amount Claimed		32,436

- Notes :
- The cells in Green are for input
  - The correct rate of taxes for Excise,CST,VAT are to be entered.
  - The rates for VAT/Output VAT are as may be applicable for respective states
  - The issue of closing stocks are not considered due to complexities involved
  - The Components & Taxes are Indicative. It has to be project specific and may change

Authority Engineer

Contractor

GM(P)/DGM(P)  
NHIDCI

6/5/2020  
उप सचिव (लोक निर्माण)  
हिमाचल प्रदेश सरकार



Annexure - "C" (B)



**CENTRAL PUBLIC WORKS DEPARTMENT**

**OFFICE MEMORANDUM**

**No. SE/TAS/GST/08**

**ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD**

**NIRMAN BHAVAN, NEW DELHI**

**DATED: 04.12.2017**

**Sub:- Clarification on GST Regarding**

Due to imposition of goods and services Tax (GST) with effect from 01.07.2017 and after considering the various representations made by the Builder Associations of different regions with a view to mitigate the problems faced by contractors in the tenders invited, received or agreements drawn before the commencement of GST i.e. before 01.07.2017, it has been decided to adopt the following guidelines:-

S. No	Work Position	Action to be taken
1(a)	Works on which both service tax and work contract tax was payable.	The agency will submit to Engineer in charge GST compensation statement as per the attached model calculation alongwith necessary authenticated documentary proofs. The G.S.T. compensation statement will be scrutinized by EE for approval of competent authority within 15 working days of receipt of the statement. The Superintending Engineer /Project Manger shall approve the statement within 15 working days of receipt from the Engineer in Charge.
1(b)	Works on which only service tax was payable i.e involving predominantly labour component only.	The GST @ 18%/12% as applicable shall be reimbursed on production of receipt of payment of GST towards work contract.
2	Payment under clause 10 C on account of increase of wages of labour.	GST @ 18%/12% as applicable shall be paid alongwith the payment of 10C.

21/12/2017  
उप अधिकारी (लोक निर्माण)  
हिमाचल प्रदेश सरकार

(1)

3	Payment of escalation made Clause 10CC on substitute item for Project works.	Payment of escalation under 10CC in respect of Substitute Items shall be made as per model calculation attached for quantities within the Deviation limit specified in Schedule F of the contract. No payment shall be made for quantities beyond the Deviation limit as market rate is payable in that situation.
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Note:- The detailed illustration for above model calculation sheet is enclosed  
This issues with the approval of DG,CPWD

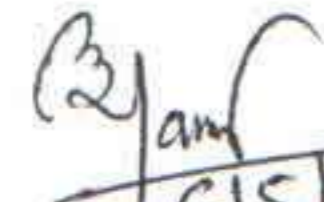
  
 Superintending Engineer(TAS)


No. 158/SE/(TAS)/2017/ 191-E

Dated: 4/12/2017

Copy to:-

1. All the SDGs, all the ADGs, All the CEs CPWD/ E-in-C (PWD) GNCTD through web site for information please.

  
 4/12/2017  
 उप सचिव (लोक निर्माण)  
 हिमाचल प्रदेश सरकार

  
 Superintending Engineer (TAS)



SE/TAS/GST/08 (Part-2)

Model Calculation for Calculating of Impact of GST in the tender invited, received or agreements drawn before the commencement of GST i.e. before 01.07.2017

Code	Description	Unit	Qty.	Rate	Amount	Exise Duty in %	Sale Tax/WCT %	E.D Amount in Rupees	VAT Amount in Rupees	Other Taxes			Total Input (credit)	Basic Amount Excluding Taxes
										1% education Cess	1% higher education Cess	1% Labour Cess		
Brick work with common burnt clay F.P.S. (non modular) brick of designation 7.5 in foundation and plumb in cement mortar 1:4 (cement : 4 coarse sand)														
(Ref: DAR-2014, Volume-I, Item No. 6.1.1) Details of Cost for 1.00 Cum														
Code	Description	Unit	Qty.	Rate	Amount	Exise Duty in %	Sale Tax/WCT %	E.D Amount in Rupees	VAT Amount in Rupees	1% education Cess	1% higher education Cess	1% Labour Cess	Total Input (credit)	Basic Amount Excluding Taxes
<b>MATERIALS</b>														
2602	Common burnt clay F.P.S. (non modular)	1000 Nos.	494.000	4500.00	2223.00	6%	5%	111.85	105.86				217.71	2005.29
3.9	Cement mortar 1:4 Rate as per Item Number 3.9 of S.I: Mortars	Cum	0.250	4172.04	1043.01								161.50	881.51
2201	Carriage of bricks	1000 Nos.	494.000	283.96	140.28								0.00	140.28
9999	Sundries	L.S.	2.730	1.78	4.86								0.00	4.86
<b>LABOUR:</b>														
0123	Mason (brick layer) 1 st class	Day	0.360	435.00	156.60									156.60
0124	Mason (brick layer) 2nd class	Day	0.360	399.00	143.64									143.64
0115	Coolie	Day	1.370	329.00	450.73									450.73
0101	Bhisti	Day	0.200	363.00	72.60									72.60
<b>TOTAL</b>					4234.72								379.21	3855.51
<b>Add Water Charges @ 1%</b>					42.35									542.00
<b>TOTAL</b>					4277.07									4397.51
<b>Add CPHO @ 15%</b>					641.56									43.98
<b>TOTAL</b>					4918.63									4441.49
<b>Add Service Tax 6%</b>					295.12									666.22
<b>Cost of 1 Cum</b>					5213.75									5107.71
<b>Say</b>					5213.75									5107.71
										Net difference in Percentage				-2.03

30/07/2017  
 उषा राधिका (सहायक निरीक्षक)  
 हिमाचल प्रदेश सरकार

(3)  
 A.S.P.  
 27.07.2017

9

Code	Description	Unit	Qty.	Rate	Amount	Exise Duty in %	Sale Tax/WCT %	FD Amount in Rupees	VAT Amount in Rupees	Other Taxes			Total Input (Credit)	Basic Amount - Excluding Taxes
										1% education Cess	1% higher education Cess	1% Labour Cess		
	Cement mortar 1:1:1 cement - 4 coarse sand)													
	(Ref: DAR-2014, Volume-I, Item No. 3.9)													
	Details of cost for 1 cum													
Code	Description	Unit	Qty.	Rate	Amount									
	<b>MATERIALS</b>													
	(0.214 cum of cement 0.31 tonne)													
0367	Cement	tonne	0.38	6300.00	2394.00	100%	1.5%	380.00	200.00			646.00	148.00	
2209	Carriage of Cement	tonne	0.38	94.65	35.97		0					0.00	35.97	
0982	Coarse sand	cum	1.07	1200.00	1284.00		0					0.00	1284.00	
2203	Carriage of Coarse sand	cum	1.07	106.49	113.94		0					0.00	113.94	
	<b>LABOUR</b>													
	For measuring, carrying, depositing and mixing-													
0114	Beldar	Day	0.75	329.00	246.75								246.75	
0101	Bhisti	Day	0.07	363.00	25.41								25.41	
9999	Hire and running charges of mechanical mixer	L.S.	26.91	1.78	47.90								47.90	
9999	Sundries	L.S.	13.52	1.78	24.07								24.07	
	<b>Cost of 1 Cum</b>				<b>4172.04</b>							<b>646.00</b>	<b>3526.04</b>	

ASST  
4/12/2017  
SELTAS

31/05/2020  
उप सचिव (सोविक निर्माण)  
हिमाचल प्रदेश सरकार

(4)



HIMACHAL PRADESH  
PUBLIC WORKS DEPARTMENT

Most Urgent

☎ 0177-2621401

e-mail :-pwd-hp-@ nic.in

No. PW/CTR-32-20/Genl.Inst. GST/2018- 15556-656 Dated:- 10/08/2018

To

All the Chief Engineers  
in HP PWD.


Subject:- **Issue regarding implementation of GST in the Public Works Department in the works Contracts.**

As we are well aware that the Government of India has changed the Tax Structure & introduced Goods and Service Tax (GST) Act w.e.f 01-07-2017. In regard, to implement of the GST on work contracts for various construction works in Himachal Pradesh Public Works Department certain issues were brought to the notice of the Department by the contractor Association as well as by the field offices. Accordingly, to resolve the issues and to implement the GST on works contract a proposal was prepared and sent to the Government.

Now the Additional Chief Secretary (PW) to the Government of Himachal Pradesh vide its letter No. PBW(B)C(17)2/2012 dated 07-08-2018 has conveyed the decision of the Government for the implementation of the GST in HP PWD copy of which is enclosed herewith alongwith all enclosures and is also available on the Departmental website: [hppwd.gov.in](http://hppwd.gov.in)


You are therefore requested to circulate the decision of the Government to all the filed offices under your control to comply with the decision of the Government in the letter and sprit and to take the action as amended as per enclosed **Annexure क,ख,ग,घ,ङ** and **Annexure "A"**.

Encl :- As above

  
Engineer-in-Chief  
HP PWD, Shimla-2

Copy forwarded to the following for information &amp; necessary action:-

- 1 The Additional Chief Secretary (PW) to the Govt. of H.P.
- 2 The Additional Chief Secretary (Finance) to the Govt. of H.P.
- 3 The Registrar HP PWD, in this office.
- 4 The All the Superintending Engineers in HP PWD. They may get the copy of above amendments from the Department website and ensure its immediate implementation.
- 5 All the Executive Engineers in HP PWD for similar necessary action.
- 6 The Executive Engineer, IT Cell in this office along with copy of letter No. PBW(B)C(17)2/2012 dated 07-08-2018 with its enclosure to ensure the uploading of the same on the departmental website immediately.
- 7 All the Branch Officers in this office.
- 8 Guard file

  
Engineer-in-Chief  
HP PWD, Shimla-2

From:

The Addl. Chief Secretary (PW) to the  
Govt. of Himachal Pradesh

To

The Engineer-in-Chief,  
HP.PWD, Nigam vihar, Shimla-2.

Dated Shimla-2, the

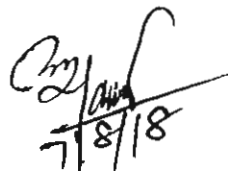
07<sup>th</sup>-08-2018

Subject:- Issue regarding implementation GST in the Public Works  
Department in the works Contracts.

Sir,

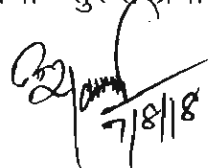
I am directed to refer to your letter number PW/CTR 32-20/-Genl. Inst. GST/2018-10870 dated 23-06-2018 on the subject cited above and to say that the proposal was placed before the CMM on 24.07.2018 and the following decisions have been approved as under:

- i माल सेवा कर की धारा 51(i) के अनुसार 2% टीडीएस (Tax deduction at Source) जिसमें 1% केन्द्रीय माल सेवा कर (CGST) + 1% राज्य माल सेवा कर (SGST) के रूप में विभिन्न बिलों के भुगतान/दर्ज होगा। जोकि अभी केन्द्रीय सरकार द्वारा 30/9/2018 तक स्थगित (defer) किया गया है जैसे ही केन्द्रीय सरकार द्वारा इसे लागू किया जायेगा तो प्रदेश में भी यह लागू माना जाएगा।
- ii माल सेवा कर विभिन्न करों का मिश्रण/एकीकरण है अतैव नये कार्यो व सामग्रियों पर माल सेवा कर (GST) का दायित्व ठेकेदारों /विक्रेताओं द्वारा ही वहन किया जाएगा। यद्यपि 01.07.2017 से पूर्व के जो ठेकेदारों को कार्य आबंटित किये थे विभाग पर अतिरिक्त बोझ पड़ेगा जो कि ठेकेदार को माल सेवा कर की प्रतिपूर्ति या दस्तावेज सम्बन्धित अधिशासी अभियन्ता को प्रस्तुत करने उपरान्त एक फार्मूला/सूत्र जो कि (अनुबन्ध-ख) पर दर्शाया गया है, के आधार पर ठेकेदार के दावे (claim) निपटाये जायेंगे।
- iii वॅलाज 37 माल सेवा कर (GST) के कार्यान्वयन के बाद भवन व निर्माण कार्यो के भुगतान GST/levy/Taxes/Royalty इत्यादि का भुगतान अब ठेकेदार द्वारा स्वयं किया जाएगा। वॅलाज 38 मे प्रस्तावित सीमा को छोडकर सरकार किसी भी दावे पर विचार नही करेगी। मानक बोली दस्तावेज (standard bidding document) में वॅलाज 37 तथा 38 को (अनुबन्ध-क) पर दर्शाये गये proposed provision के आधार पर संशोधित किया जाएगा तथा तुरन्त प्रभाव से लागू होगा।

  
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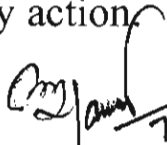
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- iv कॅलाज 38 में संशोधन में सभी निविदाओं में निविदा होने की अंतिम निर्धारित तिथि पर जो भी कर ठेकेदार के कार्य पर लागू होगा, वह ठेकेदार द्वारा ही देय होगा। हालांकि भवन और अन्य निर्माण कार्यों पर किसी भी कर या उपकर की दरों में जो भी भिन्नता होगी उसका समायोजन दोनों पक्षों ( department and contractor ) द्वारा किया जाएगा। यदि कर या उपकर बढ़ता है तो ठेकेदार को उसका भुगतान किया जाएगा, अगर ठेकेदार आवश्यक रूप से इस तरह के कर का भुगतान करता है।
- V 50 लाख के ऊपर की निविदा मूल्य (tendered value) के विभिन्न कार्यों को शीघ्र समाप्त करने तथा ठेकेदारों को उत्साहित करने हेतु मानक बोली दस्तावेज (standard bidding document) में एक नया कॅलाज (2A) को सम्मिलित करने का प्रावधान किया गया है। जोकि मानक बोली दस्तावेज (standard bidding document) (अनुबन्ध-क) पर दर्शाये गये proposed provision के आधार पर सम्मिलित किया जाएगा तथा तुरन्त प्रभाव से लागू होगा।
- Vi विभिन्न कार्यों में निकलने वाले उपयोगी मलवे के निष्पादन हेतु ठेकेदारों को कार्य स्थल पर क्रैशर लगाने का प्रावधान प्रस्तावित है। जिसके लिए सभी आवश्यक औपचारिकताएं ठेकेदारों द्वारा अपने स्तर पर पूर्ण करनी होगी। इसके लिए मानक बोली दस्तावेज (standard bidding document) में एक नया कॅलाज 37(iii) को सम्मिलित करने का प्रावधान किया गया है। जोकि मानक बोली दस्तावेज (standard bidding document) (अनुबन्ध-क) पर दर्शाये गये proposed provision के आधार पर सम्मिलित किया जाएगा तथा तुरन्त प्रभाव से लागू होगा।
- vii कॅलाज 10 को समाप्त किया जाएगा और कॅलाज 10-ए के अनुसार अब ठेकेदार स्टील (Steel) सरिया (Tor Steel) बिटुमिन उत्पाद (Bitumen Products), सीजीआई/पीजीआई शीट्स (CGI/PGI Sheets) इत्यादि स्वयं खुले बाजार से खरीदेगा जोकि विभागीय specification के schedule-F (अनुबन्ध-ग) में दर्शाये गये list of preferred makes के आधार पर मान्य होगा तथा केवल सीमेंट ठेकेदार द्वारा अपने खर्च पर सिविल सप्लाय निगम के डिपुओं से कार्य में आवश्यकता अनुसार सम्बन्धित अभियन्ता के अनुमोदनानुसार/परमिट के निमित्त खरीदा जाएगा। वर्तमान में सिविल सप्लाय निगम के हिमाचल प्रदेश में 117 डिपू कार्यरत हैं जिनकी सूची अनुबन्ध -A पर संलग्न है। प्रस्तावित सामग्री का कोई भी परीक्षण या विश्लेषण ठेकेदारों के जोखिम पर होगा। जोकि मानक बोली दस्तावेज (standard bidding document) (अनुबन्ध-क) पर दर्शाये गये proposed provision के आधार पर संशोधित किया जाएगा तथा तुरन्त प्रभाव से लागू होगा।

  
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- viii. वॅलाज 10सीसी (8) (iii) निर्माण अवधि 6 महीने की अपेक्षा 12 महीने होगी। सभी नियत अवधि 12 महीने से अधिक है, क्लाज 10सी सी (CC) लागू होगी। जोकि मानक बोली दस्तावेज (standard bidding document) (अनुबन्ध-क) पर दर्शाये गये proposed provision के आधार पर संशोधित किया जाएगा तथा तुरन्त प्रभाव से लागू होगा।
- ix माल सेवा कर के कार्यान्वयन के बाद विभिन्न निविदाओं के निपटान को दरों की प्रमाणिकता (justification) हेतु सीपीडब्ल्यूडी के सूत्र को अपनाया जाएगा। जोकि (अनुबन्ध-घ) पर दर्शाया गया है।

You are, therefore, requested to take necessary action as amended and approved by the competent authority as per enclosed Annexure क,ख,ग, घ, ङ and Annexure "A" (List of Authorized Godowns of HPSCSC) for your necessary action.

  
7/8/18

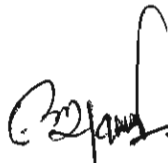
(Ritu Raj Verma)

Under Chief Secretary (PW) to the  
Govt. of Himachal Pradesh

Endst No. As above, dated Shimla-2, the 07<sup>th</sup> Aug, 2018

Copy forwarded to the following along with the annexures as referred above for information and necessary action pls:

- 1 The Addl. Chief Secretary (Finance) to the Govt. of HP.
2. The Addl. Chief Secretary ( Environment) to the Govt. of HP.
3. The Addl. Chief Secretary ( Food & Civil Supply) to the Govt. of HP.
4. The Principal Secretary ( Industries) to the Govt. of HP.
- 5 The Principal Secretary ( Excise and Taxation) to the Govt. of HP.
6. The Managing Director Civil Supplies HP, Shimla-171009.
7. The Director Industries, Udyog Bhawan, Bemloe, Shimla-171001.
- 8 G/F.


  
7/8/18

(Ritu Raj Verma)

Under Secretary (PW) to the  
Govt. of Himachal Pradesh

अनुबन्ध-क

Sr. No.	Clause	Existing provision	Proposed provision	Reason for proposed change
1.	<b>General Rule &amp; Direction Sr. No. 15</b>	<b>General Rule &amp; Direction:-</b> Sr.No.15. Sales-Taxes/VAT, Purchase Tax, Turn Over Tax ,H.P Entry Tax or any other any Tax on material in respect of this contract shall be payable by the contractor and Government will not entertain any claim what so ever in respect of the same.	<b>General Rule &amp; Direction:-</b> Sr.No.15. <u>GST, building and other construction worker, welfare cess royalty or any other tax, levy or cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect of the same.</u>	Due to implementation of GST
2	<b>Clause 2A Incentive for early completion</b>	No Provision in the existing documents and keeping in view the present scenario new clause 2A is proposed to insert in the S.B.D on the pattern of CPWD for better performance and to boost the morale of the contractors.	(Applicable for works of tendered value more than 50 lacs (fifty lacs) In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1 % (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5 % (five percent) of the tendered value. The amount of bonus , if payable , shall be paid along with final bill after completion of work. Provided always that provision of the clause 2 A shall be applicable only when so provided in 'Schedule F'.	For earlier completion of works and for better performance & to boost the morale of the contractors.
3.	<b>Clause-10 - Stores Supplied By the Government.</b>	Material which Govt. will supply are shown in Schedule 'B" which also stipulates quantity , place of issue and rates(s) to be charged in respect thereof. The contractor shall be bound to procure them from the ENC.	To be deleted	Complications due to GST on material provided to the contractors by department & to avoid delay in projects due to short supply of material.

  
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Clause  
10A

**Clause-10-A:-Materials**

**provided By the Government.** The contractor shall at his own expenses, provide all material required for the works and other than those which stipulated to be supplied by the Government. The contractor shall at his own expenses without any delay, supply to Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall in conformity with the specifications laid down or referred in the contract. The contractor shall, if requested by Engineer-in-Charge furnish proof to the satisfaction of Engineer-in-Charge that material so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to Contractor in writing whether samples are approved by him or not . If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in -Charge for his approval, fresh samples complying with the specifications laid down in the contract .When materials are required to be tested in accordance with specifications, approval of Engineer-in-Charge shall be issued after the test result are received . The contractor shall at his risk and cost submit the samples of

**Clause-10-A:-** The contractor shall at his own expenses shall provide all material required for the works.The material so approved is to be arranged by the contractor from market and shall be of any of preferable brands as mentioned in the " list of preferred makes for Civil/Sanitary works."(Specified in schedule F Sr. No. 6.14 (ii) except cement, which shall be procured by the Contractor at his own from depots of civil supplies corporation against the approval/permit issued by the concerned Executive Engineer as per requirement /consumption. Further, if any material required by the contractor to be issued from store, the same will be issued on proportionate market rates to be derived on the basis of agreement rates and no input tax credits etc. Will be given to the contractor on the said materials issued from store. The contractor shall at his own expenses without any delay, supply to Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred in the contract. The contractor shall, if requested by Engineer-in-Charge furnish proof to the satisfaction of Engineer-in-Charge that material so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to Contractor in writing whether samples are approved by him or not .If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer - in - Charge for his approval, fresh samples complying with the specifications laid down in the contract .When materials are required to be tested in accordance with specifications, approval of Engineer - in- Charge shall be issued

*[Handwritten Signature]*  
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material to be tested or analyzed and shall not make use or incorporate in the work any material represented by the samples until required tests or analysis have been made and material fully accepted by the Engineer-in-Charge .The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measure required to be taken on account of and result of testing of materials. The contractor shall at his own risk and cost ,make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting ,and preparing the required numbers of samples for such time and such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications .The Engineer-in-Charge or his authorized representative shall at all the times have access to the work and to all workshop and places where work is being prepared or from the materials, manufactured articles or machinery are being obtained for the works and contractor shall afford every facility and every assistance the right to such access. The Engineer-in-Charge shall have full powers to require the removal of material The Engineer-in-

after the test result are received. The contractor shall at his risk and cost submit the samples of material to be tested or analyzed and shall not make use or incorporate in the work any material represented by the samples until required tests or analysis have been made and material fully accepted by the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measure required to be taken on account of and result of testing of materials. The contractor shall at his own risk and cost ,make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting ,and preparing the required numbers of samples for such time and such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications .The Engineer-in-Charge or his authorized representative shall at all the times have access to the work and to all workshop and places where work is being prepared or from the materials, manufactured articles or machinery are being obtained for the works and contractor shall afford every facility and every assistance the right to such access. The Engineer-in-Charge shall have full powers to require the removal of material The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is to be at

*(Signature)*  
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**Refer Sr.6.14 (i)**

*[Signature]*  
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5	<b>Schedule F. Clause 2 A</b>	No Provision in the existing documents and keeping in view the present scenario new clause 2A is proposed at Sr. No 2 above to insert in the S.B.D on the pattern of CPWD for better performance and to boost the morale of the contractors.	<b>Whether Clause 2 A shall be applicable Yes /No.</b>	<b>For earlier completion of works and for better performance &amp; to boost the morale of the contractors</b>
6.	<b>Schedule F.Sr. No. 6.14</b>	(VI) Schedule-F.Sr. No. 6.14 Refer clause 10-A:- List of equipment to be	<b>(VI) Schedule-F. (To be inserted as an amendment) Sr. No. 6.14 Refer clause 10-A:- (i) List of equipment to be provided</b>	<b>Due to implementation of GST</b>

		provided by contractor at site.)	by contractor at site.)																																																	
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7.	Clause 10CC(8)iii	<p><b>Clause-10CC(8)iii:</b> Irrespective of actual period of construction, for works where stipulated period for construction is six (6) months or less, sub-clause 10 (c) only will be applicable and where stipulated period for construction is more than six (6) months, sub-clause 10(cc) only will be applicable. Provided always that the provision of the preceding clause 10(c) shall not be applicable for contracts where provision of this clause are applicable but in case where provision of this clause aren't applicable the provision of clause 10(c) will become applicable. For the operation of sub clause 10(cc), the components of materials, labour, P.O.L as indicated in para (3) of the sub clause have been predetermined for different types of work and shall be adopted depending on their applicability relevant to the work. The predetermined values are as below.</p> <p>(A) Building Works</p> <table border="1"> <thead> <tr> <th></th> <th>Materials %age</th> <th>Labour % age</th> </tr> </thead> <tbody> <tr> <td>1. Load bearing masonry Structures</td> <td>75.00</td> <td>25.00</td> </tr> <tr> <td>2. RCC framed structures</td> <td>80.00</td> <td>20.00</td> </tr> </tbody> </table> <p>(B) Road Works</p> <table border="1"> <tbody> <tr> <td>1. Earth work (average) Classification</td> <td>35.00</td> <td>65.00</td> </tr> <tr> <td>2. Retaining /Breast Wall</td> <td>75.00</td> <td>25.00</td> </tr> <tr> <td>3. Cross drainage / Metalling / Tarring</td> <td>80.00</td> <td>20.00</td> </tr> <tr> <td>4. For composite works involving earth work, Retaining structures etc. the percentages of material and Labour components shall be worked out on the basis of above percentages by taking their weighted means.</td> <td></td> <td></td> </tr> </tbody> </table>		Materials %age	Labour % age	1. 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Provided always that the provision of the preceding clause 10(c) shall not be applicable for contracts where provision of this clause is applicable but in case where provision of this clause isn't applicable the provision of clause 10(c) will become applicable. For the operation of sub clause 10(cc), the components of materials, labour, P.O.L as indicated in para (3) of the sub clause have been predetermined for different types of work and shall be adopted depending on their applicability relevant to the work. The predetermined values are as below.</p> <p>(A)Building Works</p> <table border="1"> <thead> <tr> <th></th> <th>Materials %age</th> <th>Labour % age</th> </tr> </thead> <tbody> <tr> <td>1. Load bearing masonry Structures</td> <td>75.00</td> <td>25.00</td> </tr> <tr> <td>2. RCC framed structures</td> <td>80.00</td> <td>20.00</td> </tr> </tbody> </table> <p>(B) Road Works</p> <table border="1"> <tbody> <tr> <td>1. 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1. Load bearing masonry Structures	75.00	25.00																																																		
2. RCC framed structures	80.00	20.00																																																		
1. Earth work (average) Classification	35.00	65.00																																																		
2. Retaining /Breast Wall	75.00	25.00																																																		
3. Cross drainage / Metalling / Tarring	80.00	20.00																																																		
4. For composite works involving earth work, Retaining structures etc. the percentages of material and Labour components shall be worked out on the basis of above percentages by taking their weighted means.																																																				
1. Bridge Vc its components	85.00	15.00																																																		
2. For composite bridge works with provision for approach roads, the percentages of materials and labour components shall be worked out from Percentages indicated under (B) 1 to 4 above (c) 1.																																																				

30/11/18

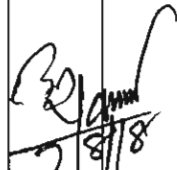
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		<p>(C) Bridge Works</p> <p>1. Bridge &amp;c its components 85.00 15.00</p> <p>2. For composite bridge works with provision for approach roads, the percentages of materials and labour components shall be worked out from Percentages indicated under (B) 1 to 4 above (c) 1.</p>		
<p>8.</p>	<p><b>Clause 37:</b></p>	<p><b>Clause 37:</b> 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 whatsoever in this respect. The contractor shall deposit royalty and obtain necessary permit for supply of the Bajri, Kankar etc. 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 P.W.D, 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. (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.</p>	<p><b>Clause 37:-<u>GST, building and other construction worker</u>, welfare cess royalty or any other tax, levy or cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under clause 38.</b> The contractor shall deposit royalty and obtain necessary permit for supply of the Bajri, Kankar etc. 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 P.W.D, 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. (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.</p>	<p><b>Due to implementation of GST</b></p>

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<p>9.</p>	<p><b>Clause 37(iii)</b></p>	<p>No Provision in the existing documents and keeping in view the present scenario new clause 37(iii) is proposed in regard to utilization of the mucked material extracted at site of awarded work by contractor.</p>	<p><u><b>Clause 37 (iii) The contractor will be authorized to crush the useful mucked material extracted on site conforming to HP PWD/MORT&amp;H standard/ specification as per the satisfaction of Engineer in charge. The contractor will be allowed to use the crusher to crush the mucked extracted on site of work for captive use on the awarded work with the following terms conditions:-</b></u></p> <p><u><b>a) The contractor will be required to seek permission from the Mining Department. The letter of acceptance of tender issued by the Employer or award letter for which work the crusher is required is to be attached with the case.</b></u></p> <p><u><b>b) The contractors have to deposit the royalty charges as per rules with the department for the mineral to be used for preparing the crush material.</b></u></p> <p><u><b>c) It is the sole responsibility of the contractor to arrange such sanction from the mining department, HP PWD, Department will not be responsible for non issue of such sanction or delay in sanction no claim in this regard shall be admitted.</b></u></p> <p><u><b>d) The contractor while installing the crusher shall insure that instruction regarding seting parameter notified by department of Environment &amp; Science and Technology from time to time are not violated.</b></u></p>	<p>There was no provision in the existing documents and keeping in view the present scenarios new clause 37 (iii) is proposed to be inserted in SBD for proper use of useful material extracted from various construction sites.</p>
<p>10.</p>	<p><b>Clause 38</b></p>	<p><b>Clause-38:-</b> Conditions for reimbursement of levy/ taxes if levied after receipt of tenders (i)Tendered rates are inclusive of all taxes and levies payable under the respective statues. However pursuant to the</p>	<p><u><b>Clause-38:- All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, building and other construction</b></u></p>	<p>Due to implementation of GST</p>

  
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constitution (Forty Six Amendment) Act 1982. If any further tax or levy is imposed by statues, after the date of receipt of tenders, and the contractors thereupon 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

workers welfare cess or any tax, levy or cess applicable on inputs. However effect of variation in rates of GST or building and other construction workers welfare cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side increase or decrease provided for building and other construction workers welfare cess or any tax (other than GST) levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/ cess. Provided further that such adjustment including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under clause 5 in the relevant schedule.

(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

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	<p>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.</p>	<p>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 <u>amount paid in the circumstances as aforesaid, from the dues of the contractor.</u></p>	
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Detailed discussion were held on this issue and it was analyzed that for work contracts the average cost of material and labour on different nature of work given under clause 10CC of work contract.

The GST is a merger of various taxes such as CST , VAT, service tax and entry tax etc. Also the net effect of GST on various materials as calculated by the Directorate of Industry was placed on the table and Committee came to conclusion that there is no extra burden of GST on materials as the GST almost remained the same as per sum of various taxes on materials applicable before 1-7-2017 with regards to labour component and 10% contractor profit on material component, there is extra burden to the contractor for payment of GST on the work contracts awarded before 01-07-2017. The committee suggested that this extra burden could be reimbursed to the contractors on the work contracts awarded prior to 1-7-2017 on production of actual copy of GST return and receipt of payment of GST to the concerned Executive Engineer alongwith his claim. The committee suggested the calculation of reimbursement by adopting a single formula to avoid any confusion for various type of works (refer Clause 10cc of contract agreement) as below:-

Description	Calculation
1. Gross payment of any work contract	"G" (In Rs.)
2. Amount of material issued by the department	"D" (In Rs.)
3. Material Component	"M"
4. Labour Component	"L"
5. Actual % of GST paid by the Contractor in his GST return	"A"
6. Total Component of contractor profit plus overhead charges	"T"
7. Component of contractor profit plus overhead charges on material component ("M")	"P" = $M - \frac{M}{1+T/100}$
8. Total Component on which GST is to be reimbursed to the contractor	"C" = "L+P"
9. Amount of GST Calculated to be reimbursed to the contractor	"R" = $\frac{(G - D) \times C \times A}{100 \times 100}$ (In Rs.)
10. Actual amount of GST paid by the contractor in his return	"X" (In Rs.)
11. Amount qualified for reimbursement	Least of 'R' and 'X' (In Rs.)

  
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(Form 8, E-tendering, Scheduled-F, Sr. No. 6.14 Refer clause No. 10-A)

**(ii) LIST OF PREFERRED MAKES FOR MATERIAL FOR CIVIL / SANITARY WORKS**

Sl. No.	Material	Preferred make
<b>CIVIL ITEMS</b>		
1.	(i) Ordinary Portland/Portland Pozzolona Cement (Grey) (43Grade)	ACC, L&T, Gujarat Ambuja, Vikram, Birla, JK Cement, JP Rewa., Shree, J.K. Lakshmi, M/s Binani Cement.
	(ii) White Cement	Birla White / J. K. White
2.	Reinforcement Steel	SAIL, TISCO.
3.	Veneered Particle Board	Novapan, Kitply, Anchor, National, Archidply, Action Tesa, Green.
4.	Laminated Particle Board	Novapan, Kitply, National, Archidply, Action Tesa, Green.
5.	Commercial Board, Ply wood, Veneered ply.	Novapan, Kitply, National, Archidply, Action Tesa, Green.
6.	Flush door shutters	Kutty Flushdoor, Kitply Industries (Swastik) Jawala, Samrat Laminate Pvt. Ltd. (Samrat) CNC Commercial Ltd. (Shivalik), SR Jindal Ply Wood Industries (Prima),
7.	Steel Windows/Pressed Steel frames	San Harvic, Steelman Industries, PD Industries, Metal Windows, Chandni Industries, Ganpati Udyog (Rajpura).
8.	Water Proofing Compound	Fosroc, Cico, Pidilite. Impermo by M/S. Snowcem, Sika
9.	M.S. Pipe	Tata, Jindal (Hisar), Parkash Steel Tubes, Bhushan Industries.
10.	PVC Pipe & Fittings	Supreme, AKG, Finolex, Prince, Kisan, SFMC, Diplast.
11.	Acrylic Distemper	Nerolac, Berger (Bison Acrylic) Asian Paints (Tractor, Acrylic), Shalimar.
12.	Dry Distemper	Berger (Castle), JENSON & NICHOLSON (J&N), Golden, Paints Aqualac.
13.	Synthetic Enamel Paint	ICI (Dulux Gloss), Nerolac, Berger (Luxol High Gloss), Asian Paints (Premium Apcolite Gloss), Shalimar.
14.	Steel Primer	ICI, Nerolac, Berger, Asian Paints, Shalimar.
15.	Wood Primer	ICI, Nerolac, Berger, Asian Paints, Shalimar.
16.	Mosaic tiles/Chequed tiles	NITCO, Modern, NTC, GICO
17.	Ceramic/glazed Tiles	Kajaria, NITCO, Somany, Orient, RAK, Johnson & Johnson
18.	Vetrified Tiles	Kajaria, NITCO, Somany, Orient, RAK, Johnson & Johnson
19.	Dash / Anchoring Fasteners	HILTI / Fischer
20.	Nuts / Bolts & Screws	GKW, Atul
21.	Stainless Steel Sink (Out of Salem,	AMC, UNIK, DIAMOND
22.	Glass Mosaic Tiles	ITALIA, OPIO, NTC, GICO
23.	Aluminium Sections	Hindalco, Jindal, Indian Aluminium CO
24.	Grouting Compound	Endura, Pidilite, Laticrete.
25.	Glass panes (Float Glass)	Modi Float, Saint Gobind, Aashai
26.	Admixtures	Fosroc, MBT, Sika, CICO, Asian
27.	Ready Made Concrete (RMC)	M/s L&T Concrete, Associate Concrete, J.K. Lakshmi Ultra Teck or having Plant of Minimum capacity of 60 cum/ and turn over should be minimum Rs. One Crore per month or 4000 cum/ month from last one year up to Proceeding month of opening of tender.

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28.	PVC flooring (Designer)	L.G.
29.	PVC flooring (monolithic)	Wonderfloor, Royal House, Tusker
30.	PVC flooring (antistatic)	Wonderfloor, Royal House
31.	HDF flooring	Krono (original), Action Tesa, Armstrong, Euro.
32.	Pre-painted roofing sheets (Corrugated/Plain)	TATA Durashine
33.	C.G.I./P.G.I. sheets	TATA
34.	Polycarbonate sheets.	Lexun, Duratuff.
35.	Explosives	From authorised dealer. The contractor is responsible to fulfil all codal formalities for obtaining licence for explosive and magazine etc.
36.	Bitumen products i.e. Bitumen, Emulsion etc.	Manufactured or in collaboration in with IOC, HPCL, BP.


**PUBLIC HEALTH ITEMS**

1.	Float Valve	IVC, Leader, Prayag.
2.	Vitreous China Sanitary Ware	Parryware, Hindware Sanitaryware, Neycer, Cera.
3.	Plastic seat cover of W.C	Commander, Diplomat, Hindware, Admiral, Cera
4.	PVC Flushing cistern	Commander, Coral, Hindware (Slimline), Hindustan, Cera
5.	CP Fittings/Mixer Pillar taps Washers, Crabtree, NOVA EXCEL	Kingston, Gem, Parko, Techno, JAL, ESS ESS. JAQUAR, Seiko.
6.	CP Accessories	Kingston, Gem, Parko, Techno, JAL, ESS ESS. JAQUAR, Seiko.
7.	Centrifugally Cast (spun) Iron Pipes	NECO, M/s Anand Founders & Engineers, or any other & fittings B.I.S marked product.
8.	Centrifugally Cast (spun) Iron Pipes	Electro Steel, Kesoram. (Class LA).
9.	G.I. Pipes	B.S.T., Jindal (Hissar), Tata Steel Tubes Ltd., Prakash Surya
10.	G.I. Fittings	Unik, KS, AMCO, AVR, NVR, RR, SUW
11.	Gun metal Valves	Leader, Zoloto, Kilburn, CIM, Valves, Sant
12.	Brass stop & Bib Cock	Zoloto, Sant, L&K, Leader.
13.	Stoneware pipes & Gully traps	Prefect, Hind or ISI marked S.W. Pipes.
14.	Mirror Glass	Atul, Modi Guard, Golden Fish
15.	Glazed Fire Clay Kitchen Sink	PAMINI, SANFIRE, RKCP.
16.	Stainless Steel Sink (304 grade 5.5)	AMC, UNIK, DIAMOND, Neelkanth.
17.	Pumps	Serex, Kirloskar, Worthington, Crompton
18.	Pressure Gauge	Febic, H.Guru.
19.	Sluice Valve/ Non return valve	Zoloto, BIR, Leader, Kartar
20.	Electric Cables (Submersible)	Finolex, Havells
21.	Main Switch	Havells, Standard, Crompton
22.	MCCB/ELCCB/Shut-Cabacter	L&T, ABB, Siemens, GE, Havells
23.	Metering Equipments	AE/L&T/BCH
24.	On-Off Selector	L&T/BCH.
25.	PTMT Bath fittings	Prayag
26.	PTMT Bath Accessories	Prayag, Viking
27.	PVC- Al. Composite pipe	Kitech
28.	PVC pipe and accessories	Finolex

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**It is suggested that the formula adopted by CPWD to work out justification rates for tenders after implementation of GST vide office memorandum No. 158/GST/SE(TAS)/ CPWD/ 2017/206 dated 27-9-2017 shall be adopted in ditto by HPPWD which is as under:-**

1. Bare rate of material, labour, sundries, POL and TP	" W "
2. Sum after adding water charges @ 1% on "W".	" X "
3. Sum after adding CP & OH @ 15% on "X"	" Y "
4. Add: Labour cess @ 1% on "Y".	" A "
5. Add: GST @ 12% on "Y".	" B "
Gross Total W+X+Y+A+B	" Z "

  
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HP SCC Godowns.  
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Sr. No.	W/S Godowns	Sr. No.	W/S Godowns	Sr. No.	W/S Godowns
1	Solan	41	Kaza	81	Barot
2	Kandaghal	42	Poolh	82	Bail Chowki
3	Dharampur	43	Chango	83	Bunjar & Dhaman
4	Ramshehar	44	Kandrori	84	Kullu
5	Nalagarh	45	Relian	85	Rhustar
6	Arki	46	Nurpur	86	Pathichul
7	Bilaspur	47	Bhadwar	87	Keylong
8	Ghumarwin	48	Chetru	88	Udaipur
9	Shri Naina Devi II	49	Khanyara	89	Pang
10	Jhandutta	50	Nagrot Bagwan	90	Killa
11	Nahan	51	Rajpura (Maranda)	91	Dharwas
12	Paonta Sahib	52	Paprola	92	Purtli
13	...	53	...	93	Sach
14	...	54	...	94	Sahli
15	...	55	...	95	Hampur
16	...	56	...	96	Nadcan
17	...	57	...	97	Sujanpur
18	...	58	...	98	Budser
19	...	59	...	99	Panjot
20	...	60	...	100	Bahnwin
21	...	61	...	101	Patta
22	...	62	...	102	Bohu
23	...	63	...	103	Um
24	...	64	...	104	Haroi
25	...	65	...	105	Gagret
26	...	66	...	106	Andh
27	...	67	S/nagar	107	Bangona
28	...	68	...	108	...
29	Chirgaon	69	...	109	...
30	Dodra	70	...	110	...
31	Kawar	71	...	111	...
32	Narkaula	72	...	112	...
33	Nankhari	73	...	113	...
34	Tikker	74	...	114	...
35	Rampur	75	...	115	...
36	Aani	76	...	116	...

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37	Nirmand	77	Sandhol	117	Sihunta
38	Bhawa Nagar	78	Ladbarol		
39	Tapri	79	J/nagar		
40	Rekond Poo	80	Padhar		



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