

(b) During the proof checking of the structural design, there could be a tendency on the part of the contractor not to agree to the department's genuine contention for revising the structural design that may increase the cost of structure to his disadvantage.

(ii) Wherever the above problem(s) is/are anticipated, the tenders shall be invited in a two-bid system,

(a) The technical bid, containing the architectural plans, structural design calculations, structural drawings, service plans, the detailed measurement sheets, and other technical parameters as may be required, etc.

(b) The price bid.

(iii) The technical bids shall be evaluated by a Committee chaired by the tender accepting authority (not higher than the Chief Engineer), and comprising the Senior Architect/Architect, Superintending Engineer / Executive Engineer (P). The Committee shall co-opt appropriate officers from other disciplines concerned with the work. The Committee shall obtain clarifications from the tenderer(s) and/or call them for discussions wherever required, and select a final scheme. The same shall be made available or made known to all the participating tenderers, preferably through a pre-bid conference, and invite revised technical bids from them, if required.

(iv) After examining the technical bids/revised technical bids, and equalising the same in respect of all the tenderers, the price bids shall be opened. If the tenderers are asked to modify their structural design and calculations as a result of this exercise, or if the validity period of the price bids expire, they shall be given the chance of offering revised price bids, and in that event, only the revised price bids shall be opened.

(v) The NIT approving authority shall consider paying to all the participating tenderers a reasonable and specified amount for furnishing all the above details along with their tenders, if it is felt that the specified requirements so warrant. In that event, the same should be suitably incorporated in UPJN Form 6 as well as in the advertisements through website/press.

12.2.8(1) The lump sum tender documents shall contain:-

(i) the detailed architectural and structural drawings,

(ii) detailed specifications for the various items and components of the work,

(iii) the schedule of quantities for the various items and components of the work,

(iv) the inclusions in and exclusions from the scope of the contract, if required, for better clarity, and,

(v) the various stages of work, and the percentage of the contract value for each stage for release of intermediate and final payments.

(2) The schedule of quantities referred to above is only limited for the purpose of assessing the quantum of work involved by the tenderers. It is not meant for subsequent measurement and payment in the course of execution of the work. Before submitting their tenders, the tenderers shall, therefore, have to satisfy themselves that the quantities given in the tender documents for the various items and components of the work are correct. Deficiencies noticed, if any, should be immediately brought to the notice of the tender inviting authority, who shall examine the same, and make necessary corrections, if required, to the tender documents before receipt of the tenders.

(3) The contractor shall execute the work as per the drawings and specifications as given in the tender documents, and shall have no claim for any payment on account of deviations and variations in quantity of any item(s) or component(s) of the work, unless they are authorised deviations from the parameters, drawings and specifications contained in the tender documents.

(4) The rates of deviated items shall be determined on the lines of clause 12 of the General Conditions of Contract for percentage/item rate contracts.

(5) The Junior Engineer and Assistant Engineer shall satisfy themselves that the work has been done in each stage in conformity to the drawings and specifications contained in the tender documents, and certify the same before recommending to the Divisional Office for the release of the stage payment. The Executive Engineer shall conduct test checks to the prescribed levels as under para 7.10.2.

12.2.9 UPJN Form 47 - Tender for demolition of buildings

This form of tender is adopted for demolition of buildings and removal of debris from the site.

12.2.10 External documents

(1) The Standard Bidding Documents finalised by External Aided Agencies like World Bank, ADB and BRICS etc. are used for works aided by them. Only work specific changes, acceptable to the Bank, may be made in the conditions of contract. Such changes may be incorporated through additional conditions or contract-data-sheets and not by introducing changes in the standard wordings of the Standard Bidding Documents of the External Aided Agencies.

(2) The two authorities for administering the contract for World Bank project, viz. the "Employer" and the "Engineer" should be substituted with "The Uttarakhand Peyjal Nigam represented by Chief Engineer/Superintending Engineer" and "The Executive Engineer represented by the Assistant Engineer/Junior Engineer" respectively in the Additional Conditions of Contract, and should be got approved by the World Bank representative. It should be mentioned that it shall be open for the Executive Engineer to invite a third party to inspect the work and advise him on the quality, workmanship etc. of the work.



SECTION 13

AWARD OF WORK WITHOUT CALL OF TENDERS

13.1 Procedure

Works awarded on the basis of Quotations are known as works awarded without call of tenders.

(i) *Work order can be drawn up to an amount of Rs. 3,00,000/- (Rs. Three lakh) in each case by the competent authority based on quotations from at least three registered contractors. Work order can be drawn up to an amount of Rs. 5,00,000/- (Rs. five lakh) in emergency. Award of work without call of tender/ through work order shall be resorted to only in emergent conditions and suitable reasons should be recorded.*

In view of the fulfilment of tender process in hilly regions facing difficulties in the management of resources and facilities and in view of a situation of non-availability of materials at local level, the works costing upto Rs. 1.50 crore may be done on departmental basis. In this case, the materials will be procured by placing supply order to the on manufacturers/authorized distributors against any prevailing departmental Rate Contract with them or the procurement will be done on the basis of quotations/market survey carried out by the Departmental Purchase Committee. Machines and equipment's will also be procured by way of quotations through the Departmental purchase committee. The arrangement of labour will be made separately based on item rates through work orders/outsourcing. For such a working method, other related rules of the 'Procurement rules' shall be deemed relaxed.

13.2 Award of works on Work order basis.

As stated at Sl. No. 13.1 each work order on item rate basis not more than a value of Rs. 3.00 lacs (Rs Three Lacs) will be issued by the Execute Engineer/Project Manager on every occasion.

13.3 Award of works to Registered Labour Co-operative Societies

(1) With a view to encouraging the Registered Labour Co-operative Societies, works costing upto the limit fixed from time to time, can be awarded to them at current market rates without call of tenders by officers of the Department.

(2) In relaxation of the provisions of the Standard UPJN Contract Forms, running payments may be made even in respect of works awarded to these Societies on work orders.

(3) The frequency of payments may be fortnightly, provided there is appreciable progress on the work, and the value of work executed is not less than 1.00 lacs.



(4) The Registered Labour Co-operative Societies are exempted from payment of earnest money for works estimated to cost upto Rs.3 lakhs. These Co-operative Societies, however, shall pay Security Deposits by way of percentage deduction from their bills.

Note: (1) The Labour Co-operative Societies should be registered in the District and approved for the purpose by the Registrar of Co-operative Societies.

(2) Such works shall not be counted towards the annual ceiling for issue of work order..



SECTION 14
PREPARATION OF TENDER DOCUMENTS
(FOR NORMAL WORKS)

14.1 Preparatory works

(1) (i) Before tenders for a work are invited, a detailed estimate showing the quantities, rates and amounts of the various items of work, and also the specifications to be adopted, should be prepared.

(ii) The estimated cost put to tender in the NIT shall be worked out by enhancing the estimated cost of schedule items in accordance with the current cost Index and combining it with cost of non scheduled items if any, worked out on market rates.

(2) Before approval of NIT, the following are desirable:-

(i) Availability of clear site, funds and approval of building plans from local bodies.

(ii) Availability of structural drawings for the foundations.

(iii) Lay out plan for all services.

(3) Tender documents of work comprising of the following should be prepared and approved by an authority who is empowered to approve the Notice Inviting Tenders (NIT) before it is issued :--

(i) The notice inviting tender in Form UPJN 6.

(ii) The form of tender to be used along with a set of conditions. Particular specifications and special conditions should not be repetitive and in contradiction with each other. Additional conditions should be decided by the NIT approving authority, and he shall be responsible for the same. Wherever special conditions have financial implications, the same should be enforceable.

(iii) The schedule of quantities of work.

(iv) A set of drawings referred to in the schedule of quantities of work.

(v) Specifications of the work to be done.

(4) The Assistant Engineer/Junior Engineer/Draftsman who compiles the tender documents for sale, should invariably date and initial all corrections, conditions and additions in the Schedule of Quantities, Schedule of Materials to be issued and specifications and other essential parts of contract documents, and also date and initial on all the pages of the tender documents, irrespective of fact whether they contain or do not contain any corrections or over writings etc. The officer concerned should record the fact in writing at the end of those pages individually.

(5) (i) The stipulated materials shall be issued for use at site on works, for all the items where such materials are required.

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(ii) It should also be ensured that the description of the materials to be issued is adequately specified in order to obviate chances of any dispute. For example, if cement is specified for issue, it should be stated whether it is grey cement or white cement, and whether it will be in bags or otherwise.

(iii) The issue and recovery of stipulated materials to contractors for use in construction works is governed by clause 10 & 42 of UPJN 7 and 8. Recovery of stipulated materials used by contractor beyond permissible variations is to be made at rates specified in Schedule "F" of the General conditions of contract. Such fixed rates for recovery for each type of stipulated materials shall be specified in Schedule "F" by the authority approving the NIT for operation of Clause 10 and 42 of CPWD Form 7/8, and will be fixed at the issue rate at which materials are stipulated for issue + ten per cent.

(iv) A fifteen days notice should invariably be issued to the contractor to return the excess quantity of materials got issued by him over and above the theoretical consumption and permissible variations, for taking action in terms of Clause 42.

(6) Clause 12 of the General Condition of Contract provides for specifying of deviation limits for various works. Such deviation limits are to be specified in Schedule "F" annexed to the Form, and shall form part of tender documents. For maintaining uniformity in works carried out by the department, following deviation limits shall be stipulated by the authorities approving the NIT's for operation of Clause 12 of the Form 7/8 unless there are specific reasons to adopt different deviation limits for a particular work:

(i) For original works

(a) Superstructure- 30 %

(b) Foundation-100 %

(ii) For original works of time bound, urgent and emergency nature

(a) Superstructure -50 %

(b) Foundation--100 %

(iii) All maintenance works—50 %

(7) The agreement Forms UPJN 7 and 8 contain general conditions of contract (GCC) for works in UPJN and shall be applicable both for item rate as well as percentage rate tenders.

(8) For work not covering under the purview of composite tendering, tenders for electrical, and building works (including sanitary and water supply works) must be invited concurrently, or at an appropriate stage when they are required to be commenced. Where it is not possible to do so due to some reasons, the fact should be intimated to the Superintending Engineer and Chief Engineer concerned explaining the reasons for delay.



14.2 Tender for normal works (Non specialized works)

14.2.1 Tenders for works costing up to Rs. 20 crores:- *General Procedure for Procurement of work shall be in principle the same as for procurement of goods.*

1(A) Single source procurement:- For small works upto Rs 5 lacs when such work is a small component of the total project or works which are small and scattered or are situated in remote areas/hilly terrains, where adequate number of contractors may not be available or where mobilization cost for contractors is unreasonably high, the work may be executed on the basis of single source procurement giving suitable reasons.

1(B) *In view of the fulfilment of tender process in hilly regions facing difficulties in the management of resources and facilities and in view of a situation of non-availability of materials at local level, the works costing upto Rs. 1.50 crore may be done departmental basis. In this case, the material will be procured by placing supply order to the on manufacturers/authorized distributors against any prevailing departmental Rate Contract with them or the procurement will be done on the basis of quotations/market survey carried out by the Departmental Purchase Committee. Machines and equipment's will also be procured by way of quotations through the Departmental purchase committee. The arrangement of labour will be made separately based on item rates through work orders/outsourcing. For such a working method, other related rules of the 'Procurement rules' shall be deemed relaxed.*

2(A) *Limited Tender Enquiry: - This method of Limited Tender Enquiry may be adopted when estimated cost of the work is upto Rs. 60.00 lacs (Rs. Sixty lacs). Tender document will be sent to at least three or more contractors registered in the department through Speed Post/Registered Post.*

2(B) *Advertised Tender Enquiry:- For the Procurement of works above Rs. 60.00 lacs, the tender will be published at least in two widely circulated National News Papers.*

2(C) *E-Tenders:- For the Procurement of works above Rs. 150.00 lacs (Rs. One crore Fifty lacs) the tender will be invited by E-Tendering.*

(3) **Single Bid System:** -- The tender documents for works costing beyond Rs 60 lacs & upto Rs. 20 crores shall be invited under Single Bid System only from the contractors registered in the UPJN, CPWD, MES, BSNL, AIR, Railways, BRO, GREF, Postal Dept. of GOI, Uttrakhand State PWD, and other Departments & Undertakings of Uttarakhand Govt. in the appropriate category and class. All such registered contractors shall have to fulfil the criteria of satisfactory execution & completion of works as given below:-

- a) 3 similar works, each of value not less than 40% of the estimated cost put to tender OR
- b) 2 similar works, each of value not less than 60% of the estimated cost put to tender OR



c) 1 similar work of value not less than 70% of the estimated cost put to tender, all amounts rounded off to a convenient full figure, during the last 7 years counting backwards from the last date of submission of the tender.

However it would be also a condition that the tenderer must have satisfactorily executed & completed at-least 1 work (either part of a,b,c above OR a separate work costing not less than 40% of the estimated cost put to tender) with some central / state Govt. department or an Autonomous body or PSU of State Govt or Central Govt.

Actual value of such similar executed works shall be increased at a simple rate of 7% per annum to bring the same to the current costing level, calculated from the date of current rates *which were* prevailing at the time of invitation of tender.

(d)The term “**Similar work**” shall be properly defined and appropriately mentioned in the tender document (NIT) by the NIT approving authority with the prior approval of MD. Similar Work shall mean works similar in nature and of quantum mentioned in the above para. It should not be defined in a manner which could result in restricted tendering unless a conscientious decision has been taken by the competent authority to go for restricted tendering, preconditions for which are given in para 14.6 hereinafter.

For an appropriate definition of “**similar work**”, CPWD’s O.M. No.DG/MAN/306 dtd 16.5.2014, available on the web site of CPWD may be reffd. to.

(4) **Two/Three bid system** :-- For works costing over Rs. 20 Crores, the tenders shall be invited under Two/Three envelope system as prescribed under Para 14.7 hereinafter.

14.2.2 Execution of work in Packages :-- Due to hostile atmosphere in remote and difficult hilly terrains of Uttarakhand, several times the response from eligible/ capable contractors is poor when tenders are called for execution of works on full rate contract basis, where labour and material both are arranged/ managed by the contractor. Under such circumstances the MD/Chief Engineer, UPJN will be competent to allow execution of works on departmental basis, where the work *package* is split into labour component and material component. One or more contracts for labour component are awarded. For material component, as a matter of practice, several supply orders are placed with different suppliers, who supply materials for the work. As the work is split into several parts of small magnitude, the local contractors are thus able to handle the work efficiently.

Otherwise also the Chief Engineer, UPJN will be competent to allow splitting of package works in emergent and urgent case in any area for recorded reasons.



14.2.3 Declaration by contractor to be submitted with tender.

1) In all cases, an affidavit should be submitted by the contractor along with the tender, declaring that he has not executed the works (on the basis of which he wants himself to be qualified / eligible) through any other contractor on a back to back basis & that he has not been debarred from tendering by any authority. Provision to debar the contractor from tendering in UPJN, for a period of 3 years should also be kept in the NIT in case he files a false affidavit. Also if such a violation comes to the notice of UPJN before the date of start of work, the Engineer-in-charge shall forfeit the Earnest Money Deposit & the Performance Guarantee, submitted by the tenderer / contractor.

14.2.4 Tendering limit of registered contractors

If a contractor is enlisted in more than one department, he shall be eligible to tender for works up to the highest amount permitted by virtue of his enlistment limit in the said departments.

14.2.5 Works costing more than *Rs. 1.50 crore (Rs. One crore Fifty lacs)* shall be invited through E-Tendering.

14.3 Invitation of tenders for component parts

(1) Para 2.5.3 of this Manual may be referred to for splitting of the sanctioned project/work into packages for the purpose of accord of technical sanction.

(2) In cases where the main work has been completed and there is some residual work forming part of the big project, remaining to be done, the tenders for such residual part need not be sent to the higher authorities, and may be decided by the Executive Engineer or Superintending Engineer if the amount of such residual work is up to 10% of their power to accord Technical Sanction power respectively. CE will have full powers to decide the tenders for residual part.

(3) In case responsive tenders are not received even after inviting tender for the second time, work can be split in suitable parts with the permission of the competent authority as per power delegated for the approval of the tender and then tender will be invited third time separately for different parts. If the tender are not received for the split works then the works shall be executed as per para 13.1 of this manual upto Rs. 10.00 crore. For such works costing more than Rs. 10.00 crore, case will be referred to the Govt. for the approval of work through departmental basis as para 13.1.

14.4 Composite tenders

System of composite tendering shall be followed for all kind of building works (irrespective of cost) which shall include component of all internal Electric Installation and some other internal works as given below:---

- (i) Providing and fixing Conduits, Boxes, Switches & fixtures, EDB, MCB and Floor Trucking etc. and all required wiring
- (ii) Providing and fixing Conduits, Boxes & Switches, fixtures for EPBAX/Intercom and Telephone, UPS, LAN etc. and all required wiring
- (iii) Providing and fixing: Conduits, Wiring, Boxes and all fittings and fixtures for Fire Detection & Fire Alarm System and all required wiring.
- (iv) Items of providing and fixing of fans and light fittings & fixtures may be executed through separate contract.
- (v) In case of works costing up to Rs. 10 crore the MD may dispense with the system of composite tender on a case to case basis on the basis of recommendations of the chief engineer. System of composite tendering shall be followed for all kind of building works costing more than Rs. 10 crore. Apart from civil & horticulture works, MD may include following components in the composite tender irrespective of sanctioned cost of work:

1. Compound lighting
2. Street lighting
3. Low pressure side of air conditioning system
4. Wet riser system
5. Fire fighting system
6. Lifts
- 7 Any other item as decided by MD

14.4.1 Steps to be followed are given here as under:

(1) The Department will fix only one agency i.e. the main contractor for the work who will be responsible for execution of entire work. This contractor will be fixed by inviting tenders under two/three envelopes system as described under para 14.7 of this manual.

(2) The NIT will include following three components:---

Part A :- UPJN –Form 6, UPJN – 7/8 (Standard General Conditions of Contract) including schedules 'A' to 'F' for major component of the work, Standard General Conditions of Contract will be adopted with all amendments/ modifications as applicable, upto the date of approval of the NIT by the competent authority.

Part B:- General *and* specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:- Schedules A to F for minor component of the work, (where SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and



schedule of quantities applicable to minor component/components of the work. Entire work under the scope of composite tender shall be executed under one agreement.

Schedules for minor components of the work will be supplied by technical sanctioning authority of the *concerned* discipline well in time to be included in the main tender. Approval of NIT of Composite works shall be accorded by the major component authority and the cost component of other than major head shall not be considered for the purpose of financial power as there is merely compilation of different heads for the purpose of NIT. The eligible tenderers for major component will quote rates for various items of minor components of work also. The lowest tenderers would be decided based on quoted rates in respect of all the schedules attached in tender documents. It will be obligatory on the part of the main contractor to sign the tender documents for all the components.

(3) The Department will lay down eligibility criteria for agencies responsible for execution of minor components of works. Agencies to be engaged by main contractor *for minor components* shall have to fulfil the laid down criteria. In case the main contractor himself meets the required eligibility criteria as laid down by the Department for any minor component(s) of work, he shall be allowed to execute the same after due verification etc.

(4) The main contractor will give detailed execution programme of the work which will form part of his agreement with the department. He will indicate in the programme, the time/stage of the work when the agencies of minor components of works will be deployed by him.

(5) Acceptance of the tender shall be done by the Tender Committee or CE or SE or EE as defined in Schedule 'F' and *acceptance will be* conveyed by the Engineer –in- charge of major component of the work on behalf of the approving authority. After the work is awarded, the main contractor will have to sign two/or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor components shall operate Part C along with Part 'A' of the agreement. The main contractor has to enter in agreement with the contractor associated by him for execution of minor component. Copy of such agreement shall be submitted to EE/DDH in charge of minor component as well as to EE in charge of major component.

(6) Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the EE/DDH in charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment then on the written complaint of



contractor associated for such minor component, EE/DD(H) in-charge of minor component shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the contractor associated for minor component as per the terms & conditions of the agreement drawn between main contractor and associate contractor fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associate contractor shall be recovered by EE of major or minor component from the next RA/final bill due to main contractor as the case may be.

(7) If the main contractor fails to associate agency/agencies for execution of minor components of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.

(8) In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of respective Engineer-in-Charge/DDH of the agreement. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge of respective discipline is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

(9) Supervision of various components of works will be carried out by concerned wings of the department under the overall coordination of the CE.

(10) Final bill of whole work shall be finalized and paid by the EE of major component. Other EEs/ DD(H) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite work.

(11) SE or Director Horticulture of the concerned discipline will be competent authority for deciding reduced rates, if any. Date of completion of all components of work will be same. Levy of compensation under Clause 2 as well as fair and reasonable extension of time will be granted by the SE in charge of the major component in consultation with SE concerned of minor discipline and on receipt of required information in this regard from EE of major discipline as well as concerned of minor discipline. Also EE in charge of major component shall be competent authority to give fair and reasonable extension of time under provision of clause 5 and SE in charge of major component shall be competent authority to reschedule milestones as stipulated under clause 5.

(12) Same milestones shall be applicable for all components of work. The agencies of minor components will ensure that their components of the work are executed in time without giving any chance for slippage of milestones of the project. The amount to be withheld under Clause



5 of the contract will be decided by the EE of the main discipline only and not by other EEs. In the event of not achieving the necessary milestones as assessed from milestone bar chart, specified percentage of the tendered value of work will be withheld for failure of each milestone.

(13) Arbitration case shall be handled by the EE of the major discipline along with the support of the minor discipline.

14.5 Pre-bid conference

At the discretion of the NIT approving authority a pre-bid conference may be held after sale of tenders with the intending tenderers at least 5 days before the last date of submission of the tenders as per details given in the tender documents for clarification of any doubts of the intending tenderers or for modification *of* any condition of the contract, specification etc. Minutes of the meeting shall be circulated to all the intending tenderers, whether or not they attend the pre-bid conference.

14.6 Restricted Tenders

14.6.1 Cases where restricted tenders can be resorted to.

Restricted tenders of any value can be called in the following cases with the prior approval of the MD/Chief Engineer, UPJN.

- (i) The work is required to be executed with very great speed, which not all the contractors are in a position to generate.
- (ii) The work is of special nature requiring specialised equipment, which is not likely to be available with all contractors.
- (iii) Where the work is of secret nature and public announcement is not desirable.
- (iv) Where the list of pre-qualified contractors is required to be shortened to a suitable limited number.
- (v) Maintenance of VIP residences/important buildings as decided by Chief Engineer concerned.
- (vi) Other exigencies of the work so demand.

14.7 Tenders with two/three envelope system

This system involves prequalifying the parties before opening their financial bids.

- (1) Tenders for all works estimated to cost more than Rs 20 crores as also for specialised works), shall be called on two/three envelope system.



(2) For works estimating to cost upto Rs. 20 crores also, this system may be resorted to but with prior approval of MD.

(3) The definition of similar work is to be spelt out clearly in the NIT by NIT approving authority and shall be got approved from the MD. The **definition of the similar work** should be decided considering the following guidelines :-

(i) For building works, the number of storeys for the purpose of definition of similar works may be taken as under :-

No. of storeys to be constructed in the proposed building	No. of storeys to be mentioned in the definition of similar work
Upto 4 storeys	No binding
5 to 10 storeys	Minimum 5 storeyed buildings
11 to 15 storeys	Minimum 8 storeyed buildings
More than 15 storeys	Minimum 10 storeyed buildings

(ii) In case the work involves Const of 2 or more basements, then it is to be stipulated in the definition of **similar work** that the bidder should have executed and completed 1 similar work with minimum 1 basement.

(iii) For any civil work (other than building work) if there is a significant component in the the work, which is other than the normal building work, then that component should be considered as the main component of the work for the purpose of definition of similar work. The amount of such component can be mentioned in the definition of similar work.

However MD may deviate from above guidelines in the interest of the work with recorded reasons.

List of contractors satisfying the eligibility criteria and technical bid shall be got approved from MD. Financial bid shall be got approved from the authority competent for acceptance of tenders.

(4) The system specifies for simultaneous call of technical and financial bids. However if the exigencies of work so demand, only technical bid can be called first, but with the approval of MD. Later on, financial bids can be called from qualified contractors.

14.7.1 Procedure for call of tenders under two/three envelope system.

14.7.1.1 Two envelope system

Works for which technical specification is finalized & defined clearly in NIT, *tenderers shall be required to submit the bids in two envelopes.*

Envelope - 1 :-Documents related to eligibility criteria.

Envelope - 2 :-Financial bid.

Envelope-1 of all tenders shall be opened first. Eligibility related documents shall be



evaluated and parties qualified/disqualified by the competent authority. Financial bid of qualified tenderers shall then be opened at notified time, date and place in presence of tenderers (*or their representatives*) *who may wish to be present*.

14.7.1.2 Three envelope system

Works for which technical specification has not been finalized and the same is to be finalised on receipt of the details from the tenderers, the tenderers shall be required to submit the bids in three envelopes.

Envelope - 1 :- Documents related to eligibility criterion.

Envelope - 2 :- Technical bid.

Envelope - 3 :- Financial bid

Envelope-1 of all tenderers shall be opened first. Technical bids of tenderers who satisfy the eligibility criteria shall then be opened at notified time, date and place in presence of tenderers or their representative, *who may wish to be present*. If required, a conference in respect of technical bids shall be held on notified date, time and place. After finalization of technical bid, if required, *tenderers* may be given chance to modify their financial bids and there after the financial bids shall be opened. The validity of the tenders shall be reckoned from the date of opening of the financial bids. The financial bids shall be opened within 30 days of the date of receipt of tenders.

14.7.1.3 Pre-bid conference

There shall be a pre-bid conference in which the doubts of the intending tenderers shall be clarified, besides discussions on any additional suggestion proposed by the tenderers. If found necessary, a corrigendum to the tender documents would be issued to all the intending tenderers, and thereafter no further query/condition shall be entertained. There would be no bar to hold the pre-bid conference more than once, especially in more complex types of works.

14.7.1.4 The Chief Engineer incharge of the work shall finalise the eligibility as well as bid evaluation criteria in accordance with the guidelines given in **Appendix- 13**. In case any deviation from guidelines (except for recalling tenders under para 16.7) are considered necessary, same should be got approved from the MD.

14.7.1.5 After opening of the technical bids, the EE shall prepare a list of all the deficiencies found in the bids of each bidder vis-à-vis the requirements of the NIT within 7 days of the opening and send these deficiency lists to the individual bidders by speed post with a request to furnish the required documents within 1 week of receipt , failing which it will be presumed that they do not have any further documents to furnish and decision on bids will be taken accordingly.

14.8 Tenders for Specialized works- For details Section 15 be referred to.

14.9 Preparation of Notice Inviting Tenders

(1) The Notice Inviting Tenders should be carefully prepared. All notices calling for tenders should be in the standard form, and be serially numbered. A proper register (as per Annexure below) shall be maintained for this purpose. The notices should be issued only after the authority competent to accord Technical Sanction has approved the NIT papers.

(2) Avoidance of use of symbols:- The use of symbols, such as %, and 'per thousand' in the Schedule of quantities accompanying the Notice Inviting Tenders is prohibited, and the words 'hundred', 'thousand', etc. must be written, e.g. "Per hundred sq. meter" must be written, and not "% sq. meter". The units should thus be more specific.

(3) Lump sum tenders:- In case of lump-sum tenders, the Divisional Officer should ensure that the detailed drawings and specifications, duly authenticated by the competent authority, form part of the Notice Inviting Tenders, and that the cost of various items forming part of the sanctioned estimate of the work is correctly assessed with reference to the relevant Schedule of Rates, and in the case of non-schedule items, on the basis of rates supported by detailed analysis thereof and duly sanctioned by the competent authority.

(4) Authentication of all corrections:- The NIT papers are very important documents, on which call of tenders and subsequent agreements with the contractors are based. It is, therefore, very necessary that each page and the correction slips, as well as other corrections and modifications made in the NIT papers, are numbered and signed by the competent authority in token of approval so that chances of tampering with such documents are avoided. Mere approval on forwarding letters would not serve the purpose. All corrections in the NIT's and pages of the NIT's approved by the Superintending Engineer and Chief Engineer should be attested by EE (P). Thereafter the documents must be properly sealed to prevent any tampering.

(5) All the pages/forms forming part of NIT, whether printed or otherwise, should be clear, legible and unambiguous. The Schedule of Quantities attached to the tender documents other than Form UPJN 7 must also contain a column for the "Amount" after the column "Rate". Care shall be taken in the preparation of the Schedule of Quantities so that there is adequate space between the items to enable the contractor to quote the rates without being cramped for space. The contractor must calculate the amount of each item, and enter it in the column. The Contractor must also total these amounts by sub-heads, and give a grand total in words and figures at the end of the Schedule.

(6) The NIT for all works for which tenders are invited on UPJN form 7 should provide that the Contractor should quote the percentage above or below to two places of decimal only.



(7) The time period for completion of work should be reasonable as decided by NIT approving authority, keeping in view the quantum of work, requirement of user department, geographical conditions of the site and other constraints. The Schedule of contract period as given in **Appendix-25** may act as a rough guideline.

(8) The notice inviting tender should also stipulate minimum requirement of technical staff for the work. Requirement of technical staff should be decided by NIT approving authority. For building works recommended scale is given in **Appendix 18**.

(9) It should be ensured that a specific reference to the number of correction slips as well as the year of the Schedule of Rates as well as that of the CPWD Specifications, are made while mentioning the Schedule of Rates or the UPJN Specifications for Works, e.g. "Schedule of Rates for..... with correction slips to", and "UPJN Specifications for Works at with correction slips to".

(10) Following condition may be incorporated in the NIT:- No condition shall be incorporated in the NIT regarding visit of UPJN officers within the country or outside the country to inspect equipments/materials/stores where such expenditure is to be borne by the contractor. Officers of the department may conduct inspection before dispatch of equipments/materials at manufacturer's works. The contractor has to arrange facilities for inspection of equipments/materials including conducting the required tests in the manufacturing unit. However no condition shall be incorporated in the NIT regarding inspection of equipments/materials in the manufacturing unit located outside India without prior permission of MD. In case any such condition regarding inspection outside India is incorporated in NIT without approval of MD, it will tantamount to deliberate violation of instructions and this will attract disciplinary action against the officer approving the NIT..

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Annexure (Refer para 14.9.1)

Register of NIT's issued during the year

Name and address of the Division

Example: Serial number first available in the register: 5
Year.....: 2007-08

Division.....: Construction Division IV

Location.....: Delhi Sub-

Division.....: (if outstation, suffix suitable initials) Number

Sl. No.	Date	Sub-Division/ Division	S. no. assigned by Sub-Division (if located out station)	Name of work	Estimated Cost	Date of opening	Remarks

assigned to the NIT shall be.....:



SECTION 15

TENDERS FOR SPECIALIZED WORKS

15.1 Specialized works to be executed through specialized agencies

Specialized works are those works for which there are specialized agencies available in the market to execute them. These works are listed by the department and are updated periodically. These works should be got executed through such agencies only to ensure a proper quality of work.

15.2 Tenders for specialized works are to be invited on two/three envelope systems.

15.2.1 Procedure for call of tenders under two/three envelope system as approved by NIT. approving authority shall be followed as per para 14.7.1 of this Manual.

15.3 Tenders with specialized components of work

In a building construction there are other specialized works, such as plumbing, aluminum work, doors and windows shutters, painting, etc., for which there are agencies who are specialized in such fields. The procedure to be followed in executing such works is given as under:--

(1) Agencies acceptable to the department :- In a tender where there are components of such specialized nature of works, there should be a stipulation in the NIT (Form 6) that such works should be got executed only through associated agencies specialized in these fields. For this purpose, the NIT should list out the names of such specialized agencies that are acceptable to the Department, and/or stipulate the conditions for acceptable agencies. The contractor shall indicate the name(s) of his associated specialized agencies from the above list, or those fulfilling the above conditions as early as possible *but* within one month of award of work.

(2) Press advertisement in brief :-

(i) Since the NIT would be long in such cases, the above requirement may be mentioned in brief while releasing the advertisement in the press, and the intending tenderers may be requested to seek the regular NIT (Form 6) from the Department for more details. This may be issued to them free of cost.

(ii) However, the NIT shall be posted in full in the website. The press advertisement may also request the intending tenderers to refer to this website for more details.

15.4 Tenders for specialized works

(1) Specialized items/ jobs/ works are those that require special T&P and/or specialized skill.

(2) The MD will be competent to declare an item/job/work as a specialized item/job/work. While approving such a specialized item/job/work, the MD shall endorse a copy of such approval letters/orders to all the CEs, as well as post such letters/orders in the website in order to maintain uniformity.



(3) Tenders for works pertaining to DG Sets, HVAC, Sub Station, Fire Fighting, Fire Alarm/Fire Detection and lifts shall be invited for each work on two/three envelope system from specialized agencies/firms including OEM/OEA provided he/they meet the eligibility criteria as stipulated in the NIT.

15.5 Preparation of NIT

(1) The NIT approving authority of the work shall finalize the eligibility as well as bid evaluation criteria in accordance with the guidelines given in **Appendix- 13**. In case any deviation from guidelines (except for recalling of tenders under para 16.7) are considered necessary, same should be got approved from the MD .

(2) The eligibility criteria for pre-qualification should be made very clear in the Press Notice and NIT (Form 6). In order to get competitive rates in respect of specialized jobs, the NIT (Form 6) shall also be sent to some prominent specialized firms, which in the opinion of NIT approving authority are likely to become eligible.

(3) Definition of similar work and eligibility criteria shall be spelt out clearly in the NIT by NIT approving authority. Definition of similar work shall got to be approved from MD if estimated cost of work is more than financial powers of Chief Engineer.

(4) Apart from the criteria of the work experience, NIT approving authority may lay down other suitable conditions depending upon the nature of work.

(5) The system specifies for simultaneous call of technical and financial bids. However if the exigencies of work so demand, only technical bids can be called first but with the approval of MD, *UPJN*. Later on financial bids can be called from qualified contractors.

(6) In the case of some specialized jobs by specialized firms, Guarantee Bonds are also required to be executed, viz. water proofing works and anti-termite treatment. A sample Guarantee Bond is given in Appendix 22 as a general guideline. NIT approving authority may decide separate/common Guarantee Bonds required for different jobs based on this sample.

(7) **Eligibility criteria** for such works (except DG Set, HVAC and Sub Station works) shall be specified in NIT as follows:-

Experience of having successfully completed works during last 7 years ending last day of the submission of tenders :---

(i) Three similar works each of value not less than 40% of the estimated cost put to tender **or** Two similar works each of value not less than 60% of the estimated cost put to tender **or** one similar work of value not less than 70% of the estimated cost put to tender, all amounts rounded off to a convenient figure.



The eligibility criteria for similar works of outsourcing of day to day maintenance along with annual repair and maintenance work and special repair shall be based on the estimated cost of the work for 1 year even if tender is invited for a period of 2 or 3 years.

(ii) **Eligibility criteria** for DG Set, HVAC and Sub Station works shall be specified in NIT as follows:--

Experience of having successfully completed works during last seven years ending last day of the submission of tenders :- Two similar completed works each of value not less than 60% of the estimated cost put to tender with capacity of individual DG Set/Chiller/transformer being 70% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/ Chillers/ transformer proposed in the NIT.

OR

One similar completed work of value not less than 70% of the estimated cost put to tender with capacity of individual DG Set/Chillers/transformer being 70% of the individual capacity (rounded off to next available higher capacity) of the equipment i.e. DG Set/Chillers/transformer proposed in the NIT. All amounts rounded off to a convenient figure.

(8) DG set

(1) Suitable conditions be incorporated in the NIT to ensure compliance of following: -

- (a) Makes of engine, alternator and AMF panel be incorporated in the NIT and it is to be ensured that the DG Set(s) and AMF panel of Specified makes are procured from OEM/OEA only.
- (b) Inspection and testing of DG set and AMF panel before dispatch shall be carried out in the works of OEM/OEA only.
- (c) At the time of submission of tender document the contractor shall submit:---
 - (i) Written commitment from OEM/OEA to supply the DG Sets and delivery schedule as per requirement of department.
 - (ii) Certificate from OEM/OEA or authorized service provider of engine manufacturer for satisfactory installation and commissioning of DG Set after completion of the work.
 - (iii) Required Guarantee of DG Set from OEM/OEA in favour of Engineer-in-Charge to cover defect liabilities.
 - (iv) An undertaking that mandatory free service shall be carried out during the guarantee period by the authorized service provider of engine manufacturer

(2) The tenders for DG Sets to be installed in VVIP Complex or buildings of national importance/ prestige may be invited from OEA/OEM only with prior approval of MD. The firm has to be OEM/OEA for the highest capacity of DG Set proposed to be installed.



(9) No condition shall be incorporated in the NIT's regarding visits of UPJN officers within country or outside India to inspect equipments/materials/stores where such expenditure is to be borne either by the contractor. Officers of the department may conduct inspection before dispatch of equipments/materials at manufacturer's works. The contractor has to arrange facilities for inspection of equipments/ materials including conducting the required tests in the manufacturing unit." However no condition shall be incorporated in the NIT regarding inspection of equipments/ materials in the manufacturing unit located outside India without prior permission of MD.

In case any such condition is incorporated in NIT, it will tantamount to deliberate violation of instructions and this will attract disciplinary action against the officer approving the NIT.

(10) The procedure for call of tenders with two/three envelope system (excluding envelope containing earnest money) given under Para 14.7.1 shall be followed for such works involving following stages:-

- (i) **Stage I** – Approval of definition of similar work by competent authority.
- (ii) **Stage II** – Approval of names of eligible contractors by competent authority.
- (iii) **Stage III** – Approval of technical specifications by competent authority.
- (iv) **Stage IV** – Revision of financial bids, if required.
- (v) **Stage V** – Acceptance of financial bids by competent authority.

Definition of Competent Authority at each Stage:

Stage; I & II

Sl No.	Cost of work	Competent Authority.
1	Up to powers of technical sanction of EE	SE
2	Beyond T.S. powers of EE & upto the tender acceptance powers of CE under his own authority	Full powers to CE
3	Beyond the tender acceptance powers of CE under his own authority	MD

Stage: III- To approve technical specifications : NIT approving authority

Stage: V- To approve financial bid : As per delegation of financial powers in Appendix-1

Similar procedure is to be followed in case the work is to be executed through Work Order without call of tenders. Definition of similar work shall got to be approved from competent authority. To obtain approval of competent authority for definition of similar work, a proposal in the form of a letter containing the following information is to be submitted to competent authority by the NIT approving authority:-



- (a) Name of work and Sub Head.
- (b) Brief description of the work to be undertaken.
- (c) Estimated cost put to tender
- (d) Amount of A/A & EIS
- (e) Time of completion
- (f) Any other relevant information
- (g) Proposed definition of similar work.

After approval of definition of similar work, tender shall be called and after satisfying that contractor has submitted earnest money in proper form, the envelope containing documents related to eligibility criteria shall be opened and to be sent to competent authority for approval of names of eligible contractors. In case CE is the competent authority, then case is to be sent to CE directly by the EE with a copy to SE. In case MD is the competent authority, then the case shall be submitted to MD by the CE.

After examining the documents related with eligibility criteria names of contractors satisfying the eligibility criteria shall be approved by the competent authority. After finalization of name of eligible contractors, second envelope containing details of technical specifications shall be opened and assessment of technical specifications and their finalization shall be done by NIT approving authority.

After finalization of technical bid, if required, the eligible contractors may be given chance to modify their financial bids. The financial bids (original or revised as the case may be) shall be opened by the Ex. Engineer and tender shall be accepted by the competent authority as per delegation of financial powers. After opening of financial bids tenders shall be processed as per the existing procedure.

(11) **Pre bid conference:** There shall be a pre-bid conference in which the doubts of the intending tenderers shall be clarified, besides discussions on any additional suggestion proposed by the tenderers. If found necessary, a corrigendum to the tender documents would be issued to all the intending tenderers, and thereafter no further query/condition shall be entertained. There would be no bar to hold the pre-bid conference more than once, especially in more complex types of works. NIT approving authority should allow sufficient time to hold the pre-bid conference after sale of tenders.

(12) Tenders received by EE shall be submitted to NIT approving authority directly.

15.6 Sale of tenders

(1) It is necessary that the tenders for specialized jobs/works are sold to the firms who deal in the items of works for which the tenders are being invited.

(2) It is not necessary that specialized agencies who tender for the work should be registered with central or state government engineering department.



(v) The Chief Engineer may decide the buildings of prestige and National Importance to be classified under category "A" to invite tenders from manufacturers approved under category "A".

(vi) The makes approved under category "A" can be installed in any buildings provided the user department makes such specific request and is willing to bear the extra cost involved over and above the sanctioned provision of the estimate. Recommendation of Consultant to provide lift out of five makes approved under "A" category should not be treated as final word unless approved by user department.

(vii) The preliminary estimate for the lifts to be installed in various buildings under category "A" & "B" should be prepared accordingly.

(viii) Para 15.3 of this Manual may be referred to regarding the main contractor associating specialized agencies for specialized components of the work that are covered by the contract.

15.8 Tenders for Specialized Civil Works:

In case of specialized Civil works where specifications of various items are already finalized, tender for civil works may be invited from specialized agencies as being invited *for* normal works but tenders shall only be sold to specialized agencies subject to fulfillment of eligibility criteria. For such case powers to approve NIT and acceptance of tender shall be as per normal delegation of financial powers.

However, there is no bar to invite tender on two/three envelope system if competent authority to approve NIT, decide so.

15.9 Maintenance of specialized E&M Systems by Manufacturers/Authorized Agencies.

The following shall be followed for Operation & Maintenance of specialized E&M Systems:

(1) Central AC Plant

(i) Irrespective of capacity, screw and centrifugal plants (to include both high & low side) will be got comprehensively maintained by Manufacturers/Authorized Agents for maintenance works of the Plant. This should include all repairs, spares, gas, oil etc. To ensure undivided responsibility, operation of the Plant also should be entrusted to Manufacturer/Authorized Agent for maintenance works.

(ii) Reciprocating Plants above 200 Tons aggregate capacity will be got comprehensively maintained/operated by Manufacturer/Authorized Agents/original executing agencies.

(iii) Reciprocating Plants with aggregate capacity upto 200 Tons can be maintained and operated by specialized agencies selected on basis of prequalification criterion.

(2) Lifts will be got comprehensively maintained by the respective Lift manufacturer only.



(3) The requirements of experience and expertise are applicable to all the intending tenderers viz. specialized firms as well as registered contractors. Tender papers should be issued only after ascertaining from them, about their experience and expertise in the specialized field concerned. The registered contractor shall not be eligible to purchase tender unless he meets out the eligibility criteria for that particular specialized work. Press notice should also be issued accordingly.

(4) The issue of tender papers to civil or electrical contractors will be regulated by the discipline of work, namely, civil or electrical. The intending tenderers should append details and expertise with their applications for issue of tender papers.

(5) The tender papers should be issued only after ascertaining from the contractors their expertise and experience in the specialized field concerned with reference to the laid down eligibility criteria, and after satisfying that they fulfill the criteria.

(6) At the time of purchase of tender, the tenderer shall have to furnish an affidavit as under: "I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering *for UPJN works* in future for 3years . Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee."

15.7 Guideline to call tenders for lifts :- The lift manufacturers are approved into two categories as mentioned below:

(i) Category "A"

1. M/s OTIS
2. M/s Kone
3. M/s Mitsubishi
4. M/s Schindler
5. M/s Johnson Lifts Pvt. Ltd. Chennai

(ii) Category "B" - The firms prequalified for a period of two years

(iii) The categorization of lift for various buildings is as under.

Category "A" – Residential Building, Hospital, Prestigious Buildings, Buildings of National Importance other non residential and office buildings more than six floors (G + 5).

Category "B" – Office buildings and other non residential buildings except type of buildings classified under category A.

(iv) The manufacturers approved under category "A" can participate for the works to be executed in various buildings under category "B".



(3) Addressable Type fire Alarm System will be got maintained by manufacturer/authorized agents/ pre qualified firms up to their tendering limit.

(4) The following systems will be got maintained comprehensively by the Manufacturer/Authorized Agents only.

(i) Baggage/Security Scanner

(ii) Video/Film Projection System

(iii) CC TV System

(iv) UPS System

(v) PA System

(vi) Sound reinforcement System

(vii) Conference System

(viii) Communication System

(ix) Computer System

(x) Water Pump Automation System

(xi) Fire Extinguishers

(xii) DG Set

(5) Wet Riser, Fire Alarm System will be got operated/maintained by specialized firms selected on basis of prequalification criterion.

(6) Any other specialized System:- The Chief Engineer will decide whether the system is to be got maintained by Manufacturer/ Authorized Agents for maintenance works or by specialized firms to be selected on basis of prequalification criterion.

Note: When maintenance work is to be got awarded to Manufacturer/authorized agent, there is no need to call tender with press publicity. It is adequate to send the NIT to only the manufacturer/authorized agent. The tender accepting authority will be responsible for the best offer received and reasonability of rates.

15.9.1 Operation and maintenance of E&M installations

The operation and maintenance (including repairs) of the equipments and systems listed under para 15.9 above shall also be treated as specialized items of works.

15.10 List of specialized items/jobs for Civil / Electrical works

The list of specialized items/jobs that have been declared in respect of civil works is given in Annexure I, & electrical works in Annexure II.



Annexure- I

List of specialized items/jobs for civil works

- (1) Carriage of Materials
- (2) Water proofing treatment work
- (3) Steel work in steel bridge work, space frames for long span structures, steel towers
- (4) Laying of granite stone flooring
- (5) Special foundations including all types of piles.
- (6) Fibrous plaster ceiling.
- (7) Acoustic treatment and other decorative items such as glass ceiling.
- (8) † Sinking of tube well.
- (9) Erection of food storage-both silos and flat type.
- (10) Aluminium doors and windows, aluminium partition.
- (11) RCC overhead tank with independent staging.
- (12) Underground tank.
- (13) Guniting, Ready mix concrete.
- (14) Repair and rehabilitation works.
- (15) Soil investigation and survey work.
- (16) Façade cleaning system and Façade cleaning.
- (17) Custom made wooden furniture (factory made).
- (18) Aluminium composite panel.
- (19) Swimming pool.
- (20) Fabrication and erection of space frame including covering with lightweight poly carbonate sheet roofing.
- (21) Diaphragm walls.
- (22) Glass/green house (climate control)/screen house.
- (23) Anti-termite chemical treatment.
- (24) Stainless steel cladding and stainless steel railing.
- (25) Water treatment plants.
- (26) Structural glazing work.
- (27) Fiber glass doors.
- (28) Stone works such as:
 - (a) Ashlar stone masonry work.
 - (b) Stone jali work.
 - (c) Italian marble work.

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(29) Pre-fabricated structures and portable units such as sentry posts, toilets, temporary office or residential accommodation, etc.

(30) Modular furniture, moulded PVC furniture and kitchen cabinets.

(31) Superior water supply fittings such as Jacuzzi steam cabins, cascades, etc.

(32) Sensor operated system for flushing.

(33) Plumbing with copper/polypropylene pipes using advanced technology for jointing.

(34) † Trenchless pipe works.

(35) Textured finishing work.

(36) † Care taking works.

(37) Security to vacant bungalows/premises.

(38) Tentage/view cutter works.

(39) Washing/dry cleaning works.

(40) Synthetic play area surface for games.

(41) Signages

(42) Stainless steel Water tanks

(43) *Bamboo work

(44) Environment Impact Assessment Study and Environment Clearance

(45) Compactors/Optimizers

(46) Wooden flooring

(47) † Composite work pertaining to Civil, Electrical & Horticultural Services

Outsourcing of all Maintenance, Special Repair, up gradation works and Mechanized housekeeping etc. (Provided composite tenders are invited for civil, electrical, Horticulture and Mechanized housekeeping)

Note: Works of different categories such as Maintenance, Special Repairs and Upgradation works pertaining to Civil, Electrical & Horticulture, if executed independently, tenders are to be invited from registered contractors only by respective wings.

(48) Mechanized Housekeeping Work

(49) † Outsourcing of day to Maintenance along with Annual Repair & Maintenance work and special Repair etc.:-

(a) Out sourcing day to day Maintenance for civil or electrical or Horticulture services.

(b) Out sourcing day to day Maintenance with any service such as Annual Repair & Maintenance and /or Special Repairs pertaining to civil or electrical or Horticulture services.

Note: However works of different category such as Annual Repair & Maintenance and/or Special Repairs pertaining to Civil, Electrical, Horticulture, if executed independently i.e., excluding works of day to day maintenance, tenders are to be invited from CPWD registered contractors only by respective wings.

(50) Branded Wooden/Steel Furniture's

(51) Semi- Automatic sound proof (50 db) Sliding folding partitions.



Annexure II

(Reference para 15.10)

List of specialised items/jobs for electrical works

Supplying/fabrication, installation, testing and commissioning of the following

- (1) Kitchen equipment.
- (2) Sewage treatment plant.
- (3) HT and LT Switchgear.
- (4) Air-conditioning plants.
- (5) Lifts, escalators and conveyors
- (6) Simultaneous interpretation systems.
- (7) Gas plants.
- (8) Transformers.
- (9) Diesel generating sets.
- (10) Heavy machinery items such as bulldozer, tractor scraper, road rollers, lorries, excavator, etc.
- (11) Refrigerators
- (12) Cold storage plant.
- (13) Water coolers.
- (14) Hot water/steam boilers.
- (15) Public address system; conferencing system, automatic vote recording system, recorders.
- (16) Stage lighting.
- (17) Projector and other special equipment for theatre.
- (18) Repairs and calibration of various types of measuring instruments and relays etc.
- (19) Testing of transformer oil and dehydration and other type of high potential test.
- (20) Runway lighting, taxiway lighting and approach lighting system including control regulators, relays and control panels.
- (21) Supply and erection of High Mast lighting.
- (22) Frequency converter.
- (23) Fabrication of steel cabin of body of trucks chassis.
- (24) Temporary illumination, security lighting and wiring for power outlets for metal detectors in connection with Republic Day and Independence Day celebrations.
- (25) EPBAX system (equipments).
- (26) EPBAX system (cabling and wiring).
- (27) Illumination of heritage caves and fiber optic lighting system.
- (28) Security system and alarm



- (29) Building automation system.
- (30) Digital display board.
- (31) Fire fighting equipment (including wet riser and sprinkler system, **portable fire extinguishers), fire detection and alarm and any other co-related items. ** Necessary annual and day-to-day maintenance, refilling of portable fire extinguishers shall be carried out by Electrical wing.
- (32) Hydraulic platform/lift:
- (33) Incinerator.
- (34) Laundry equipment.
- (35) Energy conservation measures for lighting.
- (36) Centralized clock system.
- (37) Interior/exterior flood lighting of heritage/monumental buildings/structures involving computer aided design, and evolution of special mounting arrangements for luminaries:
- (38) Conservation measures for lighting.
- (39) Repair and Maintenance of Dish Antena.
- (40) *Supply and installation of UPS System and Servo Voltage stabilizers
- (41) *Rising Mains/Bus Trunking in Buildings.
- (42) Gas pipe line#
- (43) Modular OT#
- (44) Electrically Operated Gate
- (45) Fountain Work
- (46) Water supply motors and pumps of 100 hp or more
- (47) Mechanized Car Parking Systems
- (48) VRV/VRF Type Air-Conditioning Systems
- (49) Oxygen Generation Plant
- (50) CCTV and Allied Equipments
- (51) Access Control System
- (52) Hydro Pneumatic Pumps

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SECTION 16
PUBLICITY OF TENDERS

16.1 Wide publicity

(1) Wide publicity should be given to the Notice Inviting Tenders (Form 6). Tenders must be invited in the most open and public manner possible, by advertisement in the website/press, and by notice in English/Hindi and the written language of the district. A copy of the notice should be sent to all the Divisions, Zonal Offices & Circle Offices. The notice may also be sent to the Local Municipality, Collector's office, and the State PWD Divisions, for works in places where there are not enough registered contractors.

(2) Notices for all the works, irrespective of their value, shall be posted *on* the UPJN website. Proof thereof in the form of a printout of NIT details and the Tender ID no. from the web page shall be kept on record. In view of this requirement, sending of NIT's/NIQ's to the Contractors' Associations can be dispensed with.

(3) In respect of works estimated to cost more than Rs. 60 lakhs, a brief advertisement inviting tenders should invariably be inserted in the press in the classified category.

(4) Advertisement for Notice Inviting Tenders should be sent to the press. Sometimes, tenders may have to be invited for different works by the same Division at the same time, or at short intervals of one or two days. In such cases, it is not desirable to send separate press advertisements for each work, and as far as possible composite advertisements in the prescribed format should be sent to avoid unnecessary expenditure on advertisement.

(5) In urgent cases, the authority competent to approve the NIT, for recorded reasons, decide to send the advertisement of tenders directly to the press. In such cases the newspaper bills shall also be settled by UPJN..

(6) Draft specimen of Press Notice to be issued as a combined Advertisement in News Paper is given as **Appendix 11**, Specimen Press Notice forming part of NIT and to be posted on website is given in **Appendix 12**.

16.2 Economy in press advertisement

(1) The advertisement inserted in the press should be brief, but clear in meaning. For economy in cost, following guidelines should be kept in view: -

(i) Combined tender notice may be issued for all the works to be awarded around the same time.

(ii) The official designation and address of the Executive Engineer should not be repeated at the end.

(iii) Details of estimated cost, earnest money, time allowed etc. should be given as per **Appendix 11**.

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(iv) Titles such as "Government of Uttarakhand, Uttarakhand Peyjal Nigam" etc. at the top should not be given, as the official designation at the beginning gives these details.

(v) The name of the Executive Engineer inviting tenders should not be printed.

(2) The above instructions should be strictly observed, and Chief Engineer should ensure that these instructions are complied with, and proper economy is exercised regarding inviting the tenders.

(3) These provisions shall compulsory be followed.

16.3 Guidelines regarding publicity of tenders

The following guidelines are to be followed by the Executive Engineers regarding publicity of tenders:

(i) Request to DAVP for release of advertisement should be sent well in advance so that adequate time is available for release through press.

(ii) The Division/Circle sending the request to DAVP should intimate their complete postal address to the DAVP.

(iii) A watch should be kept on publication of advertisement in those newspapers where advertisements are being released.

(iv) Newspaper cuttings in each case should be collected and kept on record as far as possible as a proof of publicity actually achieved.

(v) Full details of the dates on which advertisement have actually appeared in the newspapers should be indicated while sending cases to higher officers.

16.4 Duty of Head Clerk

It is duty of the Head Clerk of the issuing Division to ensure that all NITs (Form 6) remain on the notice board of the Division from the date of issue of NIT to the date of opening of tenders. For this purpose, he should record a certificate to the effect on office copy of each NIT. The Executive Engineer should check such certificates from time to time. Inspecting Officers from Circle Office and Zonal Office may also check the notice boards for display of the notices, and the office copies of the NIT's for these certificates of the Head Clerk.

16.5 Time limit for Publicity of Tenders

Ordinarily, the minimum time to be allowed for submission of bids should be two weeks from the date of publication of the tender notice or availability of the bidding document for sale, whichever is later. Where the department also contemplates obtaining bids from abroad, the minimum period should be kept up to three weeks for both domestic and foreign bidders.



16.6 Procedure for proper publicity of tenders

The following procedure shall be adopted for proper publicity of tenders by the Divisional Office:--

- (1) All NIT's (Form 6), whether issued by the Sub-Division or the Division, shall be assigned a serial number in the form ['X' of 'Y'], where 'X' is the serial number of the NIT issued in a particular financial year and 'Y' represents that financial year. Abbreviations for Division and the place shall be added. This is illustrated by way of an example under Annexure in section 14. No NIT shall be publicized either on the notice board or in the website/press without the proper serial number. The serial number shall be continuous irrespective of the level of the NIT approving authority, i.e. Assistant Engineer to Chief Engineer.
- (2) The Assistant Engineer shall intimate the details of the prospective NIT (to be issued within his power) to the Executive Engineer in writing in duplicate. On receipt of the intimation, the first serial number available in the register shall be assigned to the NIT, details noted in the register and the duplicate copy of the intimation returned to the Sub-Division with the serial number of the NIT noted on it under the signature of the Executive Engineer. In cases where the Executive Engineer decides not to release a particular NIT, no serial number shall be assigned to it.
- (3) The agreement with the contractor shall bear the serial number of the NIT along with other details on the cover page. This shall be checked and reconciled in the Divisional Office by the Divisional Accountant before making payment of the first bill to the contractor.
- (4) In case of works estimated cost upto Rs.60 lakh, tender notice may not be published in News Paper, but the NIT shall be necessarily displayed on notice boards of the issuing Sub-Division, Division and all the other Sub-Divisions of that Division located in the same station. *But may be published in the website of UPJN and tender notice copy should be sent to minimum three registered contractors through registered post.*
- (5) The NIT register shall be made available to contractors for perusal during a fixed time on working days and also to higher authorities during their inspection.

16.7 Action in case of poor response to tenders

If the response to tenders from the contractors of the appropriate classes is poor or unreasonably high rates are received, following measures may be taken by the tender accepting officers but with the prior approval of the next higher officer.

- (a) Throw open tenders to next lower class including to contractors registered with any department of any state govt. department/undertakings other than the state of Uttarakhand besides Railways, MES, Telecommunication & state PWDs in the appropriate class and/or

(b) The NIT approving authority may modify the eligibility criteria suitably.

(c) In addition to the above options, in case of poor response, the execution of work may be carried out as envisaged in *para 14.2.2 and 14.3 of the manual*.

16.8 Formalities for re-invitation of tenders

In case of re-invitation of tenders, all the formalities mentioned in aforesaid paras shall be observed. In cases when the dates and time for sale and receipt of tenders are required to be extended due to unavoidable circumstances, a proper notice for the same shall be placed on the notice board, and the same should also be *placed on* in the website.

16.9 All notices in the name of the Chairman, UPJN.

All tenders should be invited in the name of the Chairman. It is, therefore, necessary that the words "For & on behalf of the Chairman, UPJN" should be incorporated in all the press notices sent for publication in newspapers and or *on* web site.



SECTION 17

SALE OF TENDER DOCUMENTS

17.1 General

(1) The tender documents should be prepared and posted on the web site of UPJN before the Notice (NIT) is actually sent to the press or is pasted on the Notice Board.

(2) The tender documents should be sold to only those contractors who fulfill the eligibility criteria set out in the notice, and who are not *the* near relatives of the Divisional Accountant or the Superintending Engineer or Executive Engineer or Assistant Engineer/Junior Engineer of the Circle in which the work is to be executed.

Note: A near relative includes wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

(3) Any tender form that is issued, either for sale or for office use, should be issued under the signature of the Divisional Officer or the Sub-Divisional Officer, as the case may be.

(4) Para 16.1 may be seen regarding posting of tender notice on the website.

17.2 Sale of tender documents to registered contractors (for normal works)

17.2.1 Tenders shall be sold to registered & eligible contractor who fulfill the criteria as stipulated in the tender Document.

17.2.2 Sale of tenders to contractors with a blemished record

If the Executive Engineer concerned receives adverse report against any contractor, either from the Department in which he is enlisted or from any other Department, he should stop issue of tenders to that contractor on the basis of such a report. The Executive Engineer should, however, communicate the information to his Superintending Engineer for record and for approval of the action taken or proposed to be taken by him.

17.2.3 Tendering limit where materials are stipulated for issue

For deciding the limit up to which a particular contractor is eligible to tender, the cost of materials, whether proposed to be issued free or on payment, shall not be deducted from the estimated cost of work put to tender.

17.3 Sale of tender documents for Balance works

(1) When under Clause 3 or 14 of the contract Form 7 or 8, the unexecuted portion of the work is taken out of the hands of the original contractor, the tender documents for the residual work shall not be sold to the original contractor, if asked for.

(2) In case of rescinded contracts, the NIT for residual work shall be approved by the authority who had approved the original NIT. However, the tender shall be accepted by the authority who has the powers to accept tenders as per the delegated financial powers.



(3) In case a contractor does not start the work after award or withdraws the tender after acceptance, he shall not be issued tender for the same work on recall. The Engineer-in-Charge shall also intimate the enlisting authorities.

17.4 Time interval between sale of tender documents and opening of tenders

Any tender form which is issued either for sale or for office use should be issued under the signature of the Divisional Officer or the Sub-Divisional Officer, as the case may be. In order to give contractors sufficient time to study tender documents and work out reasonable rates, the tender papers shall be sold as per following time schedule : --

Receipt of applications for issue of forms will be stopped by 1600 hours four days before the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

17.5 Scale of charges for tender documents

(1) The following will be the scale of charges for the sale of tender forms to contractors:—

- (a) Works costing upto Rs.1 lakh: ...Rs 150/-
- (b) Works costing between Rs.1 lakh and Rs.50 lakh..... Rs. 500
- (c) Works costing more than Rs.50 lakhs and upto Rs.2 crore..... Rs.1000
- (d) Works costing above Rs.2 crores:..... Rs.2000

(2) Authorities competent to approve NIT's have got the discretion to add to the prices mentioned above any additional cost of drawing to be supplied along with tender documents depending on the labour actually involved in their preparation.

17.6 Accounting of tender documents

(1) The following procedure is laid down for the accounting of tender documents:

- (a) All the tender documents should be priced and the price *mentioned* on the document.
- (b) All the tender documents should be kept in the charge of the Cashier in the Divisional Offices and the Sub-Divisional Clerk in the Sub-Divisional Offices.
- (c) All the tender documents received by the Cashier/Sub-Divisional Clerk should be entered in the register.
- (d) The register should contain a chronological record of the issue of tender documents, showing the names of the persons to whom issued, the number of forms issued and the amount received.
- (e) The Register of the Sale of the Tender Documents should be treated as a Subsidiary Cash Book and its pages should be machine numbered.
- (f) The money received by the Cashier or the Sub-Divisional Clerk on account of sale of tender documents should be entered in the Divisional or Sub-Divisional Cash Book daily as a



lump sum. This daily total should agree with the detailed record in the Register of the Sale of Tender Documents.

(g) On the 25th of each month, the Cashier or the Sub-Divisional Clerk concerned should close the register by striking the balance of tender documents in stock, the number of documents sold, and the amount of cash realized. He should also count the documents in hand. Thereafter, the tender documents and the entries in the register should be checked and verified by the Divisional or the Sub-Divisional Officer concerned.

(h) Surplus/unutilized tender documents must be destroyed after one month of acceptance of tenders.

(2) To avoid the possibility of bogus and fake tenders being submitted, it is necessary that the tender documents are sold individually and acknowledgements taken from contractors or their accredited representatives in the Register of the Sale of Tender Documents while handing over the tender documents to them. Where the tender documents are transmitted by post, these should be dispatched by Registered A.D. Post/speed post.

17.7 Responsibilities of Divisional Accountant

(i) To see that all the forms issued to tenderers, whether printed or otherwise are clear, legible and unambiguous. The schedule of quantities attached to the tender document other than Form 7 must contain a column for the "Amount" after the column "Rate".

(ii) To ensure that tenders are issued to only those contractors who satisfy the eligibility criteria for issue of tenders as inserted in the press notice. He should properly scrutinize the applications received for issue of tenders, keeping in view the eligibility criteria and then put *up* to the EE for a decision.



SECTION 18 : EARNEST MONEY

18.1 Necessity for earnest money

According to the practice in UPJN, earnest money is paid by each tenderer to enable the Government to ensure that a tenderer does not back out of his tender before its acceptance, or refuse to execute the work after it has been awarded to him.

18.2 When to be deposited

The earnest money is to be deposited by the intending tenderers in one of the acceptable forms as specified in para 18.4 alongwith their tender documents for a work, and it shall be so stipulated in the NIT (Form 6).

18.3 Rates of Earnest Money

The amount of the earnest money, which a contractor should deposit with the tender, is regulated by the following scales. In case of petty works costing Rs.5,000/- or less the Executive Engineer may, at his discretion, dispense with the conditions for calling for earnest money.

- (i) For works estimated to cost upto Rs.25 crores : 2%(Two percent) of the estimated cost .
- (ii) For works estimated to cost more than Rs.25 crores: Rs.50 lakhs plus 1% (one percent) of the estimated cost in excess of Rs.25 crores.

18.4 Mode of Deposit

(1) The earnest money may be accepted only in the following forms: --

- (i) Cash upto Rs.10,000.
- (ii) Demand Draft of a Scheduled Bank.
- (iii) Fixed Deposit Receipt (FDR) of a Scheduled Bank.

(2) It should be ensured that the FDR is pledged in favour of the tender inviting authority. It is in the tenderer's own interest to keep the FDR valid as long as it is required. There is no need for the Department to insist upon the tenderer keeping the FDR valid, since he can encash the FDR only when it is assigned back to him by the tender inviting authority.

(3) If the banks are closed on the last date of receipt of tenders, the date shall be postponed suitably.

18.5 Refund of earnest money

(1) The earnest money given by all the tenderers except the lowest tenderer should be refunded immediately after the opening of the tenders, or latest within a week from the date of receipt of tenders. Entry of Demand Draft received as earnest money with the *tenders* may be kept in the Tender Opening Register, and these need not be deposited in the bank except for the lowest tenderer.



(2) The Executive Engineer should periodically review the Tender Opening Register with a view to ensure that the earnest money is refunded in time. If the tenderers do not come forward to get their refund, their Demand drafts / Pay order etc should be sent to them by Registered Post within a week after expiry of the prescribed period. It will be the responsibility of Divisional Accountant to ensure that Earnest Money is refunded to unsuccessful tenderers in time specified above.

(3) The earnest money deposits may be refunded under the authority of an order endorsed by the departmental officer (in whose favour the deposit was made) upon the original deposit receipt. Under no circumstances, part payment be made.

(4) If the departmental officer desires that an item of earnest money deposit, instead of being refunded, be carried to the credit of the UPJN, he must record the fact on the Deposit Receipt and in his initial records, and request the Accounts Officer to effect necessary adjustment in Accounts.

18.6 Earnest money is not security deposit

The earnest money, which a tenderer for a contract is called upon to furnish along with his application for issue of tender for the contract is not a security deposit within the meaning of rule 45 of the Saving Bank Rules for depositors. No account can, therefore, be opened for the deposit of such earnest money in the Post Office Saving Bank.

18.7 Earnest money stipulation in work/supply to be awarded after call of quotations

In case where work/supply is to be awarded on the basis of quotations, and a condition for depositing earnest money is laid down in the Notice Inviting Quotation (NIQ), the following condition shall be stipulated in the NIQ:--

“The quotation for the work/supply shall remain open for a period of days from the date of opening of quotations. The UPJN shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any quotationer withdraws his quotation before that date or makes any modification in the terms and conditions of the quotation which are not acceptable to the department, and to forfeit the whole of the earnest money if the quotationer, whose quotation is accepted, fails to commence the work/supply specified in the NIQ (along with changes in scope, if any) in the prescribed time or abandons the work/supply before its completion.”

18.8 Forfeiture of earnest money

(1) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest

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money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded as per provisions under para 18.5(1).

(2) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the UPJN automatically without any notice.

(3) In case the contractor fails to commence the work specified in the tender documents on the 15th day or such time period as mentioned in letter of award, after the date on which the Engineer-in-charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the UPJN shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

(4) If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to the Government should be worked out proportionally with reference to the estimated cost of the work so awarded.

(5) In case of forfeiture of earnest money as prescribed in 1 to 4 above, the tenderer shall not be allowed to participate in the retendering process of the work.



SECTION 19

OPENING AND ACCEPTANCE OF TENDERS

With a view to avoid the possibility of original tender documents being tampered with, the following procedure shall be adopted in connection with the receipt and opening of tenders and their acceptance.

19.1 Receipt of tenders

(1) All the tenders in the power of Executive Engineer and higher officers shall be received in the Divisional Office. Tenders in the power of Assistant Engineer shall be received in the Sub-Division.

(2) Provisions under para 18.2 of this Manual may be seen regarding deposit of earnest money.

19.1.1 Witnessing the opening of tenders

(1) All the tenders should be opened in the presence of such intending tenderers or their representatives as may choose to attend at the time and place, which should be advertised. The tenders should be entered in the Register as per Form CPWD 41.

(2) The Divisional Accountant (Sub-Divisional Clerk in Sub-Division) should be encouraged to be present at the time of opening of tenders. The tenderers should also be encouraged to be present at the time of opening of the tenders.

(3) The tenders that are received after the due date and time of receipt are not to be considered at all. They should neither be opened nor entered in the tender opening register.

(4) When tenderers sign their tenders in any Indian script or can only write their names in English, the amount of the tender, or rate of percentage above or below offered by them, should be written in the tenderer's own handwriting in Indian script, and in the case of illiterate tenderer, the amount of tenders should be attested by one of the witnesses.

(5) Percentage and lump sum tenders should be read out to the tenderers as far as possible. In the case of item rate tenders, the total amount worked out by the different tenderers may be read out, if required by the tenderers present.

19.1.2 Procedure for dealing with corrections, etc

(1) The Officer opening the tenders should encircle all corrections, cuttings, conditions, additions and over-writings and number them and attest them in red ink.

(2) In case of a number of corrections in the rate of any one item, either in words or in figures or in both, the number of corrections marked should indicate the corrections serially, that is to say, in case of, say, three corrections in rates of any one item, each of these corrections should be allotted independent numbers serially and not one number to represent all the three corrections.



(3) The number of such corrections, cuttings, additions, conditions and over writings must be clearly mentioned at the end of each relevant page of the Schedule attached to the tender documents, and they should be properly attested with date. Any omission observed should also be brought out clearly on each relevant page of the Bill of quantities (BOQ).

(4) The corrections, cuttings, conditions, additions and over writings etc., should be allotted separate numbers, i.e. corrections should start from 1, 2, 3, etc. and over writings should similarly start separately from 1, 2, 3, etc.

(5) Use of correction fluid anywhere in tender documents should not be allowed. In case use of correction fluid is noticed, such tender will be liable for rejection.

19.1.3 Procedure for dealing with omissions

(1) Any ambiguity in rates quoted by the tenderers, either in words or figures, must be clearly indicated on each relevant page of the BOQ attached to the tender documents to which it concerns.

(2) Where the contractor has quoted rates in rupees and no paisa is mentioned, the word "only" should invariably be added after the words 'Rupees', and the corrections should be initialled and dated with suitable remarks at the end.

(3) Where the contractors have omitted to quote the rates/amount either in figures or in words, or both as applicable, the Officer opening the tender should record the omissions on each page of the Schedule or BOQ .

(4) The Divisional/Sub-Divisional Officer should see that the tenderers quote entire rates in words including paise to avoid chances of tampering in rates, and if the contractor fails to do so the Executive Engineer/Assistant Engineer should himself write the rates in words at the time of opening of tenders .

(5) The tenderer should be asked to fill in the tenders properly and carefully. They should avoid quoting absurd rates and making too many corrections in the tenders. The amounts should also be correctly worked out. If any contractor does not follow these instructions and desists from filling the tenders carefully, it would be open to the Department to take disciplinary action against the contractor.

19.2 Scrutiny of tenders

(1) After opening the tenders in the manner mentioned above, and keeping a record as given in para 19.2.2.(1)(i), and preparation of comparative statement, the Executive Engineer will send the same to the office of the Superintending Engineer/Chief Engineer (i.e. the tender accepting authority concerned) and the detailed scrutiny will be done in the office of that accepting authority.



The market rates required for the preparation of justification and special problems / conditions, if any, at the area / site of work will, however, be sent by the Executive Engineer.

(2) In case of tenders within the powers of MD/ Tender Committee, complete scrutiny will be done in the office of the Chief Engineer concerned.

19.2.1 Preparation/checking of comparative statement

(1) Preparation of comparative statement :--

A complete comparative statement of all the tenders received in response to the notice inviting tenders should be drawn up in the office of the Executive Engineer in UPJN Form No. 13 or 14 as the case may be, and the following instructions should be carefully noted:--

- (i) The Officer opening the tender should prepare in his own hand in the tender opening register a statement of the "Percentage" or "Lump Sum" tenders received and should sign that statement. In the case of item rate tenders, he needs to prepare only a list of tenders received.
- (ii) Care should be taken in preparing and scrutinizing the comparative statement of tenders to guard against arithmetical and other mistakes. Failure to do this may result in the work being awarded to a contractor who is not the lowest acceptable tenderer, a contingency which must be guarded against.

(2) Checking of comparative statement:--

The detailed arrangements for proper check of tenders and comparative statement are left to the tender accepting authority, but any such arrangements must provide: --

(i) That the work will be carried out under the control of the officer who is designated for the purpose in the Chief Engineer's Office / Superintending Engineer's Office, and Divisional Accountant in Division Office and by Sub-Divisional Clerk in Sub-Division Office.

The duties and responsibilities of the Divisional Accountant mentioned in the subsequent paras shall be deemed to be the duties of the above mentioned officers under whose control the scrutiny of tenders is being done. The officials handling the tender should work on it in the Branch only, and the tenders should not be taken outside the Branch in any case. The tenders and related papers must be kept under lock & key by the officials before leaving the office.

(ii) That the officials date and initial all papers the calculations of which they have checked and that all working sheets are preserved.

(iii) That the Divisional Accountant or the concerned officer mentioned in para 19.2.1(2)(i) makes satisfactory and efficient arrangements for checking the computed tenders. He should also conduct personally a test check of computed and checked tenders, sufficient to satisfy himself reasonably that the checking work has been properly done. He should also see that the comparative statement correctly incorporates the total as checked in individual tenders. Full details of the Divisional Accountants responsibility in the matter are contained in para 19.2.2.



(iv) Procedure for dealing with ambiguities in rates:--

That if on check there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed:--

(a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.

(b) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

(c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted in figures and words by the contractor shall be taken as correct and not the amount.

(d) In the case of percentage rate tender, the tenderers are required to quote their rates, both in amount as well as in the percentage below/above the rates entered in the BOQ. In such cases, in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken into account.

(e) All corrections in the comparative statement should be carried out neatly and clearly, and *initialled* by the person making the corrections. The corrections shall then be attested by the authority concerned.

19.2.2 Responsibilities of the Divisional Accountant

(1) The responsibilities of a Divisional Accountant as regards the computation and checking of tender and the preparation of comparative statements, as decided by the Comptroller and Auditor General of India in consultation with the Government of India, are as follows:

(i) The Divisional Accountant is responsible for the safe custody of tender documents during the period when they remain in the Accounts Branch until submission to the Executive Engineer.

(ii) He is responsible for the arrangements for checking the computed tenders, i.e. for seeing that satisfactory and efficient arrangements are made for checking.

(iii) He should conduct personally a test check of the computed and checked tenders sufficient to satisfy himself reasonably that the checking work has been properly done.

(iv) He should see that the comparative statement correctly incorporates the totals as checked on the individual tenders.

(2) The Divisional Accountant himself should not be called on to do any of the actual computing work or of the intermediate verification of the computations or of the preparation of comparative statement. His responsibility extends to the final checking arrangements and he himself doing a reasonable amount of test check. In fact, an Executive Engineer would be



quite entitled to ask the Divisional Accountant to note on the comparative statement that as far as he could ascertain from such test check as he had been able to carry out, the statement is accurate. There is no objection for the employment of Accounts Clerks, as distinct from the Divisional Accountant, on the computation, if the work is large and the preparation of a comparative statement is urgent. It should, however, be open to the Divisional Accountant, if he thinks this the more satisfactory method of ensuring accurate check, to reserve or to detail one or more of the Accounts Clerks safely for him, to satisfy himself that any check has been properly done.

(3) The Divisional Accountant should record the following certificate on the comparative statement:--

“Certified that, I have personally conducted a test check of all the computed and checked tenders and have satisfied myself that the checking work has been properly done. The comparative statement correctly incorporates the totals as checked on the individual tenders.”

Para 19.2.3 – Responsibilities of Finance Officer

(1) Finance officer to the Chief Engineer shall be responsible to coordinate the processing of tenders in his branch as well as with EE(P) attached with the CE so as to keep a close watch on validity of tender so that tenders are decided in time and suitable action is taken before expiry of its validity.

(2) Finance officer shall raise all his *queries* or observations in one go and not in piece meal manner to avoid delay in scrutiny and processing of tenders for award of work.

19.3 Processing of tenders:--

19.3.1 Timely processing of tenders

(1) Top priority should be given to decide the award of work on receipt of tenders. In order to minimise chances of delay, the time-table as laid down in **Appendix 16** should be observed for processing the tenders by different authorities.

(2) The above time schedule should be adhered to strictly, and if any officer is unable to follow the same, he should invariably give reasons for the same while forwarding the tenders to the authorities competent to accept it.

(3) In case, after receipt of tenders, it becomes necessary to forward the tenders to the higher authority for acceptance due to the tender going beyond the power of the NIT approving authority, details like:--

(a) Validity period of the tender.

(b) Time already taken for scrutiny, and



(c) balance period available, should be prominently indicated on the noting sheet while forwarding the tenders to the higher authority, to ensure that there is no delay in processing of tenders and decisions are taken well in time.

(4) EE(P) of the CE shall process the tender and send the same to Finance officer within 7 days of getting recommendations from the SE concerned.

(5) Finance officer shall process the tender within 3 days and put up the same to CE.

19.3.2 Precautions to be taken while processing the tenders

The following instructions should be scrupulously followed while processing the tenders:--

(1) The tenderers are not expected to make any post-tender modifications. Any such case should be viewed seriously, under the provisions of Form 6. The matter should also be reported to the Enlisting Authority for disciplinary action to be taken under the Rules for Enlistment of Contractors. In any case, such modifications shall not be considered.

(2) When the tenders are under examination, no other authority should make queries or call for reports/ clarifications from the tenderers except with the approval of accepting authority.

(3) Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

(4) In case of tender where the validity period has already expired, decision to accept the same should be taken only after the validity period is got extended by the tenderer.

19.4 Acceptance of tenders

The powers delegated to the various officers of this Department for acceptance/approval of tender with or without negotiations are given in *Annexure-I*. The same powers shall be applicable in case of rejection of tenders also.

In case amount of lowest tender falls within financial powers of MD / Tender Committee but negotiated amount falls within powers of CE or MD or Tender Committee, then tender shall be accepted by the competent authority as decided by the negotiated amount of lowest tender received.

Where technical bids are also invited, the same would fall within the competency of NIT approving authority.

In case of execution of E&M work, change in model / brand of any plant & machinery involving no extra finance implications, the acceptance of the change will also fall within the competence of NIT approving authority, who will place on record the justification and circumstances for making such change. The NIT approving authority will also decide the recoveries to be made, if any, if the proposed model/ brand is cheaper.



19.4.1 Conditions to be fulfilled before inviting/accepting tenders

(1) The officers of UPJN shall invite/accept tenders only after the following conditions are fulfilled:--

(i) The work *estimate* is technically sanctioned.

(ii) The NIT is approved.

NOTE : Paras 2.5.1 and 14.1 of the manual may be seen respectively for accord of technical sanction and approval of NIT.

(iii) When the tender exceeds the amount technically sanctioned for the work by an amount greater than the power of the technical sanctioning authority, revised technical sanction should be issued by the next higher authority before acceptance of tender.

(iv) When the tender involves liability exceeding the expenditure sanction for the work by an amount greater than 10%, such excess will require a revised expenditure sanction. This should be applied for as soon as such an excess is foreseen.

(v) An assurance should be received, either at the time of communication of expenditure sanction or subsequently, from the authority competent to provide the necessary funds that the required funds will be allocated before the liability is incurred.

(2) The tenders may be invited if the exigencies of work so deemed in anticipation of fulfilment of the above conditions. The tender accepting authority shall, however, ensure fulfilment of these conditions before acceptance of tenders.

19.4.2 Acceptance of tenders in anticipation of revised expenditure sanction

(1) The Officers at appropriate levels are authorised to accept tenders in anticipation of revised expenditure sanction by the competent authority subject to the following conditions and limits:--

(i) In- principle approval has been given by the client department to go ahead with the work.


(ii) The tendered rates are certified as reasonable by the Officer accepting the tender.

(iii) The Officer accepting the tender, also certifies that the scope of the work, as approved by the competent administrative authority, remains unchanged.

(2) The Officer accepting the tender involving extra expenditure must immediately report to the competent administrative authority, so as to enable it to make necessary additional provision in the budget. Expenditure in excess of the budget allotment will not be incurred without assurance of additional funds from the concerned administrative authority.

(3) The Revised estimate for the work should be submitted within a month of acceptance of the tender to the competent administrative authority.

19.4.3 Reasonability and competitiveness of rates

 The tender accepting authority shall satisfy himself about the reasonability of rates before

acceptance of the tenders. Reasonability of rates shall primarily be assessed on the basis of Market Rate Justification (MRJ) statement prepared on the basis of market rates of men & material which prevailed in the area of operation / construction on the last date of receipt of tenders. For works in remote and difficult areas, due consideration should be given while adopting market rates for that particular area. The mode of preparation of Justification Statement (MRJ) is detailed in the following para 19.4.3.1 Permissible variations over the justified rates are given in para 19.4.3. 2.

19.4.3.1 Market Rate Justification (MRJ) or Justification of tenders

MRJ or Justification statement shall be prepared for checking the reasonability of rates.

The method consists of preparing detailed analysis of rates by taking market rates of labour, materials, cartage etc. The method of analyzing item is the same as given in the standard CPWD Analysis of Rates. The major items, on the whole costing at least 90% of the estimated cost put to tender are analyzed, to work out the justified percentage on this basis. The items to be considered should be so selected that have higher estimated cost and amount. One should start with the items having the highest estimated amount, and then the next lower amount in the descending order and so on, till at least 90% of the estimated amount is reached. While preparing the justification for tender in these areas handling charges @ 2.5% are to be allowed on the cost of stipulated materials.

Any other suitable method may also be adopted, depending upon the kind of work. The adoption of a particular method should be decided judiciously by the authority competent to accept the tenders. The justification of tenders should be prepared based on prevailing marked rates only and the market rates of materials should correspond to the specified quantity and standards & specification laid down in the Tender document. In case of tenders to be accepted by the Tender Committee, the adoption of a particular method should be decided by the concerned Chief Engineer. For the justification of tenders, the issue rate (and not the market rate) of stipulated materials shall be considered for items stipulated for issue, irrespective of the quantity of stipulated materials stated in the draft NIT/tender documents. For justification of tenders for the materials for which the base rates have been specified under clause 10 CA, the base rates of the material stipulated under clause 10 CA shall be considered for justification statement.

Effect of following taxes is to be added: .

- (i) Building and other construction workers cess as applicable in the state / union territory.
- (ii) VAT at the rate, decided by the State Govt., applicable on works contract drawn under the jurisdiction of Govt. of Uttarakhand.



Effect of these two taxes shall be added as under on :--

(a) On Justification of tenders:-- To be added at the end of justified cost worked out on the basis of net prevailing market rates inclusive of all taxes i/c VAT on each material considered in justification.

(b) ON sanction of Extra item, Substituted item and rate for the quantity deviated beyond deviation limit, *as* specified under clause 12 of the General Conditions of Contract:--

To be added at the end of analysis of rate after adding contractors profit & over heads.

But nothing shall be added in analysis of rates for **Service Tax** since the same is to be reimbursed to the contractor separately. Service tax will not be applicable on constructions of non-commercial or non-industrial nature. For further details Notification No. 25/2012-Service Tax dtd. 20.6.12 of the Deptt. of Revenue, Ministry of Finance, GOI may be reffd. to.

The element of VAT will not be applicable in following cases:

- (1) Purchase of materials through supply orders or tenders or through DGS&D rate contracts.
- (2) Contracts / Work orders for Hiring of vehicles.
- (3) Contracts / Work orders for Watch and ward.
- (4) Contract/work orders for all kind of Horticulture works.
- (5) Contracts / Work orders for miscellaneous services such as running / maintenance of computer services, running of vehicles etc.
- (6) And other similar contracts / Work orders having no involvement of materials.

The element of Building and other Construction Workers Cess will not be applicable for purchase of materials only.

Contractors profit & Overhead expenses @ 15% (CP-7.5% & OH-7.5%) shall be added in the analysis of rates to work out the estimated cost/ MRJ on all items of work both Schedule & Non Schedule pertaining to Civil, Electrical and Horticulture works etc. for the purpose of estimation, justification and to the additional/substituted items/deviated quantities of items to be sanctioned on market rates beyond deviation limit etc. carried out under the contract wherever applicable.

The Over Head expenses (7.5%) account for the following factors: --

- (1) Cost of engineering establishment deployed by the contractor.
- (2) Cost of effort in arranging T&P and heavy machinery which have not been considered in the

analysis of rates for the items included in the BOQ of the work..

- (3) Cost of cleaner environment at site & labour welfare facilities.
- (4) Cost of Quality Assurance *by way of setting up of testing lab at the site.*
- (5) Cost of office set up including engagement of necessary staff for computerized billing etc.

Qd

(6) Cost of Earnest Money/Performance Guarantee/ Security Deposits.

Therefore no extra cost is to be added in justification (MRJ) on account of various factors mentioned above.

No extra cost for T&P is to be added in Analysis of Rates prepared either to work out estimated cost of item or market rate justification of the item for E&M works.

However, special conditions, having financial bearing / implications, incorporated in NIT, which are not covered or considered above and in the analysis of rates of the items included in the BOQ of the work are required to be added on actual basis or by rough approximation although not with so much exactitude if actual analysis is not possible. It includes testing charges also, if borne by the contractor.

19.4.3.2 Acceptance of tenders at justified rates with allowable variations

As per provisions under para 19.4.3 of this manual, variation up to 5% over & above the justified amount/ rates of Market Rate Justification may be ignored. Variation up to 10% may be allowed for peculiar/difficult situations and in special circumstances. In case of remote areas and difficult hilly terrains variation upto 15% can be allowed. Reasons for doing so shall be placed on record. Tenders above this limit should not be accepted.

19.4.4 Powers of acceptance of tender with stipulated issue of materials

Where materials are stipulated for issue to the contractor, the net amount payable to the contractor after deducting the cost of the stipulated materials to be issued to the contractor at the stipulated rates, shall determine the authority competent to accept the tender.

19.4.5 Such matters where single tender is received –

Regarding the works of amount upto Rs. 1.50 crore, single tender shall not be opened if received at first time under the manual tender invitation but if the single tender is received for second time also then the tender shall be opened, provided that it is ensured that the due process and publicity was done for the tender notice. Regarding the works of amount above Rs. 1.50 crore under the E-Tendering Process, single tender received for the first time may be opened provided further that it is ensured that the due process and publicity was done for the tender notice.

Before accepting single tender, reasonability of rates received should be ensured based on the market rate justification (MRJ).

19.4.6 Procedure for conducting negotiations

(1) In general there shall be no negotiations of rates with the lowest tenderer. The tender shall either be accepted or rejected depending upon the reasonability of rates assessed on the basis of Market Rate Justification.

It will be necessary for the tender accepting authority to obtain prior approval of the



next higher authority whenever negotiation becomes necessary for reasons of urgency, due to time constraints in the execution of work of urgent nature and when time is not available for recall of tenders after rejection.

Negotiations by the accepting authority shall also be permitted only in the following situations:--

- (i) For clarification and confirmation *of* any error / ambiguity in the nomenclature / rate of item/s of work *which* is possible to set right after negotiations with the lowest tenderer without any obvious disadvantage to the other tenderers / Govt./ Nigam.
- (ii) In case of receipt of higher rates on recall of a tender which was rejected on an earlier occasion because of rates received higher than the MRJ rate plus allowable variations permitted under para 19.4.3.2 aforementioned.
- (2) Counter offer to L-1 / lowest tenderer, to arrive at an acceptable price, shall amount to negotiations. Post tender negotiations on rates should not normally be conducted with the tenderer, but in exceptional case where it becomes necessary to do so, negotiations should be restricted only *with* the lowest tenderer.
- (3) If negotiations are required in the case of tenders to be sent to the MD / Tender Committee as the case may be, for approval, the Chief Engineer, *with the prior approval of MD*, shall negotiate with the lowest tenderer before sending the tenders to them.

(4) In case lowest tenderer does not agree to negotiate the rates / backs out, re-tendering shall be resorted to.

NOTE :--- (1)The term “lowest” includes the word “lower” also, when only 2 tenders are received. ‘Lowest’ does not imply that a minimum of 3 tenders must be received. More than one tender suggests competitiveness of rates. However the reasonability of rates has to be seen with respect to the MRJ, which is the only measure to assess the reasonableness of the lowest rates received.

(2) Rates quoted by the contractors are viewed / assessed as **above or below** the estimated cost of work. When the estimated cost is not based on the current rates of labour and materials, prevailing in the market and is based on the old rates then the estimate is not realistic. In such a situation quoted rates of the contractors (who always quote rates in keeping with the current market rates) will always appear to be much higher than the estimated cost. (which estimated cost itself is not realistic). This should not unduly disturb the officers, who should always assess / measure the reasonability of rates on the anvil of MRJ . To *obviate* this problem it is advisable to prepare the estimate itself on the latest Schedule of Rates (SOR).

Qw

The Delhi Schedule of rates (DSR) of CPWD is the appropriate SOR from this point of view because it is updated by CPWD on a regular basis. Also in between the two revisions, quarterly cost index is circulated by CPWD thus enabling the estimators to prepare estimates on the latest / current market rates at any point of time. Hence for estimate purposes DSR should be followed by UPJN, *more* so because there is a dearth of capable contractors within the state of Uttarakhand who can handle big works in the difficult terrains of the state. As a result generally contractors from outside the state come in to participate in tendering for the works of Multi Village scheme which are of large magnitude. Basing the estimates on DSR will encourage the outside bidders in sufficient numbers to participate competitively in the water supply and sewerage works.

Adoption of DSR can be waived off in case of works of small magnitude i.e.-single village w/supply schemes or other small projects, which are taken up on the recommendations of the village water & sanitation committee, in which the community itself participates in the execution of the works.

19.4.8 Rejection of Tenders

No tenders which are required to be accepted with the approval of the Tender Committee / MD should be rejected by any lower authority, and all such tenders should be submitted to the MD/ Tender committee for consideration. It will be for them to reject / approve the tender or to authorize further negotiations.

19.4.9 Communication of Acceptance/ Rejection of tenders

(1) After the tender for the work has been accepted, the same shall be communicated to the contractor in a sample form shown in Annexure-I hereinafter. Para 20.1 may be seen for submission of the performance security or performance guarantee by the contractor.

(2) After submission of the performance security/guarantee by the contractor in an acceptable form, an intimation to commence the work shall be given in a sample form shown in Annexure-II

(3) Copies of these **Acceptance / Award letters** should also be endorsed to the following authorities in addition to the concerned departmental officers and the concerned branches:--

(i) Assistant Labour Commissioner (Central).

(ii) Conciliation Officer (Central).

(iii) Income-tax Officer (Concerned).

(iv) Labour Officer.

(v) Client organization

(4) In special case where the work is required to be completed in a short time, and it is not desirable to allow 10 days' period for commencement of work, the UPJN officers may reduce

this period and make the necessary change in the contract form and the letter of acceptance of tender.

(5) In the acceptance letter, the EE should give a reference to all the contractor's letters received with the tender or thereafter, and/or incorporate the fact of acceptance or rejection of the condition(s) mentioned in these letters of the contractor.

(6) The tenderers whose tenders are rejected should be sent written intimation about the rejection.

19.4.10 Issue of letter of award while EE is on tour or on leave.

Following instructions may be followed in case tender is approved/accepted by the higher authority and award letter is to be issued by EE and where expiry of validity of tender is very near and EE being on tour.

(a) Whenever tender papers are sent to EE, the envelope containing tender papers must be marked

'Tender papers'.

(b) Copy of letter of approval/acceptance of tender be sent separately to the E.E. through Fax/email.

(c) Whenever E.E. is on tour or on casual leave, award letter, after the tender has been accepted by the competent authority, can be issued by the A.E. (P) clearly indicating that this letter when countersigned by E.E. will form part of the agreement.

19.5 Re-invitation of tenders

If the lowest tenderer backs out, there should be re-tendering in a transparent and fair manner. In such a situation, the NIT approving authority may advise call for limited or short notice tender, if so justified in the interest of work, and take decision on the basis of lowest tender. While retendering for the work, tender will not be issued to the contractor who has backed out.

19.6 Tender Committee

UPJN has constituted a Tender Committee which acts as the highest body in the matter of acceptance of tenders / contracts and other miscellaneous matters relating to execution of works.

19.6.1 Composition of the Tender Committee

Tender committees have been formed by UPJN for different ranges of the cost of works.

19.6.2 Processing of tenders by the Tender Committee

Procedure for processing of tenders by the tender committees has been laid down by the UPJN separately.

Annexure – I

(BY REGISTERED / SPEED POST)

Sample Letter of Acceptance of Tender / Award Letter

No.....

Dtd:

From The Executive Engineer,

Division:

UPJN.

To (Name and address of the contractor)

Subject (Name of the work as
appearing in the tender for the work)

Dear Sir (s),

Your tender for the work mentioned above has been accepted on behalf of the Managing Director, UPJN at your tendered/negotiated tender amount of Rs.....(Rupees.....only), which is% below/above the estimated cost of Rs.(Rupees.....only).

1. You are requested to submit the performance security/guarantee of Rs..... (Rupees.....only) within days* of issue of this letter. The performance guarantee shall be in the prescribed form as provided in clause 1 of the General Conditions of Contract for UPJN Works, and shall be valid up to
2. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work will be handed over to you thereafter.
3. Please note that the time allowed for carrying out the work as entered in the tender (..... days/ weeks/months) shall be reckoned from theday* after the date of issue of this letter.

Yours

faithfully,

Executive Engineer

For and on behalf of Managing Director, UPJN

.....Division, UPJN,

Note: * Para 19.1(2) & (3) may be seen.



Annexure – II

[BY REGD / SPEED POST]

Sample Letter for Commencement of Work

No.....

From The Executive Engineer,

Division:

UPJN.

To (Name and address of the contractor)

Subject (Name of the work
as appearing in the tender for the work)

Ref: 1. Performance security/guarantee submitted by you vide your letter
no..... dated..... for the above work.

2. This office letter of Acceptance of your tender no.....date -----

Dear Sir (s),

1. You are requested to contact the Assistant Engineer (complete address) for taking possession of site and starting the work at once.
2. In continuation to the letters referred to above, you are requested to attend this office to complete/ sign the formal agreement within fifteen days from the date of this letter.

Yours faithfully,

Executive Engineer For and on behalf of Managing Director,UPJN

.....Division,



SECTION 20
SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

20.1 Performance guarantee (P.G)

P.G is meant to guarantee / ensure proper performance of the contract

(1) The successful tenderer, *hereinafter* referred to as the contractor, shall deposit an amount equal to 5% of the tendered *or* accepted value of the work (without limit) as performance guarantee in one of the following forms:--

- (i) Cash (in case guarantee amount is upto Rs 10000/-)
- (ii) Deposit at Call Receipt/Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank. (In case guarantee amount is less than Rs. 1,00,000/-)
- (iii) Government securities.
- (iv) Fixed Deposit Receipt (FDR) of a Scheduled Bank.
- (v) An irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the prescribed form given in NIT.

(2) The time allowed for submission of the performance guarantee by the contractor shall be decided by the NIT approving authority for a period ranging from 4 to 15 days of issue of the letter of acceptance, depending upon the magnitude and/or urgency of the work. This period can be further extend at the written request of the contractor by the Engineer-in-charge for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day of the performance guarantee amount. Such time period may be mentioned in schedule 'F' while finalizing the NIT. A sample copy of the letter of acceptance to the contractor for submission of the performance guarantee is given in Annexure-I of section 19.

(3) The date of start of the work may accordingly be fixed reckoning it after 7 to 30 days from the date of issue of letter of acceptance.

(4) The letter for commencement of work shall be issued to the contractor only after he submits the performance guarantee in an acceptable form. A sample copy of this letter is shown in Annexure II of section 19..

(5) However in case of contracts involving maintenance of building & services / other work after construction of the same building & services / other work beyond defect liability period, 50% of the P.G shall be retained as security deposit, which shall be returned yearwise proportionately. The validity period of P.G shall be extended accordingly.

(6) In the event of recession of contract, the P.G and the Security deposit shall stand forfeited in full.



20.2 Security deposit (SD)

(1) The security deposit shall be collected by deductions from the running bill of the contractors at the rate mentioned below. The security deposit can also be deposited in cash or in the form of Fixed Deposit Receipts etc.

(2) A sum @ 2.5% of the gross amount of the bill shall be deducted towards the SD from each running bill as well as final bill of the contractor. Such deductions shall be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Fixed Deposit Receipts. This is in addition to the performance guarantee that the contractor is required to deposit as per para 20.1.

(3) Security deposit can be released against bank guarantee issued by a schedule bank on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any bank guarantee except last one, shall not be less than Rs. 5 lakhs.

(4) The Bank Guarantee submitted against Security Deposit shall initially be valid up to the stipulated date of completion of the work plus maintenance period which shall be extended further from time to time depending upon extension of contract granted under provisions of the bid/contract.

20.3 Forms of Security Deposit

(1) The security from a contractor should be taken in one of the forms as given below:--

(a) Deposit Receipts of a scheduled bank / State Bank of India in the name of the Executive Engineer.

(b) Cash deposits of contractors may be converted, at the cost of the depositor, into one or more of the forms of interest bearing securities provided that:--

(i) the depositor has expressly desired this in writing

(ii) the acceptance of the new form of security is permissible under the rules as also under the terms of the agreement / bond.

Note: Cash that has actually been received or recovered from the contractor's bill(s) may be converted even though the full amount of the deposit, which is being paid in installments, has not yet been realised.

20.4 Repayment/Retransfer of Security Deposit

No security deposit should be repaid or re-transferred to the depositor, or otherwise disposed off, except in accordance with the terms of his agreement or bond.



Note: The depositor's acknowledgement should be obtained in all cases of security that is returned. When an interest bearing security is returned or re-transferred, the acknowledgement should set forth the full particulars of the security.

20.5 FDR's as Security Deposit

(1) Since Fixed Deposit Receipts (FDR's) are not Government securities, there is no objection to their being accepted even if the period for the completion of the work is less than one year. It is further clarified that the Fixed Deposit Receipts should be accepted as security even if it does not cover the stipulated period/extended period, defect liability period.

(2) The Fixed Deposit Receipt tendered by the State Bank of India or any of the Scheduled Banks is acceptable as security. There is, therefore, no objection to the investment by the Divisional Officers of the amount of security, deducted from the running bills of the contractors in Fixed Deposit Receipts of the State Bank of India or any of the Scheduled Banks at the request of the contractor.

(3) It may, however be seen that the Fixed Deposits Receipt is made out in the name of "The Executive Engineer, Division" concerned.



(indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Nigam against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Nigam or any indulgence by the Nigam to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Nigam in writing.

8. This Guarantee shall be valid up tounless extended on demand by the Nigam. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the day of.....For
..... (Indicate the name of the Bank)



SECTION 21

REFUND OF SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

21.1 Conditions for refund of security deposit and performance guarantee

The security deposit and performance guarantee shall not be refunded to a contractor except in accordance with the terms of his security bond or agreement.

21.1.1 Recording of completion certificate

In case the completion certificate is recorded by a Junior Engineer/Assistant Engineer, the Divisional Officer concerned shall countersign it within one month. In case of works costing more than the normal acceptance power of tender of the Executive Engineer, the original certificate must be recorded by the Sub-Divisional Officer and countersigned by the Executive Engineer within one month. If the Sub-Divisional Officer is not available the Executive Engineer should himself record the certificate.

21.1.2 Refund of performance guarantee

The performance guarantee shall be refunded to the contractor soon after the completion of the work and recording of the completion certificate as above.

However, in case of contracts involving maintenance of building and services / other work after construction of the same building and services / other work, 50% of the P.G shall be retained as Security deposit. The same shall be returned year wise proportionately.

21.1.3 Refund of security deposit

(1) In the case of works executed against agreements on Forms 7/ 8, the refund of security deposit to a contractor on the completion of works is regulated by clause 17 of the contract.. This clause envisages the issue of a completion certificate in terms of the Contract. Such completion certificate shall be issued by the authority in a *manner* detailed in section 29.

(2) The period of maintenance as prescribed in the Contract will be counted from the date of completion as recorded in the certificate mentioned above. The security deposit of the contractor should be refunded by the Executive Engineer after the prescribed maintenance period as stipulated in the agreement or after the date in which the final bill has been prepared and passed for payment, whichever is later.

However, in case of contracts involving maintenance of building and services/ other work after construction of the same building and services /other work, 50% of the P.G retained as Security deposit plus 2.5% Security deposit deducted. should be refunded year wise proportionately.

Release of Security deposit will also be subject to Labour Officer's clearance as per clause 45 of the GCC.

(3) The Divisional Officers should keep a close watch on the delays in the refund of security deposit to the contractors, and for this purpose they should periodically review the Register of Security Deposit maintained in the Division.

21.2 Refund of security deposit in cases of delay in Final bill

(1) Where there is a delay in payment of final bill, the Superintending Engineer shall make an assessment of the likely recoveries against the contractor, and order release of as much security deposit as possible unless he has reasons to withhold the release of security deposit to the contractor. These reasons should be recorded by him in writing.

(2) The Superintending Engineer shall satisfy himself that the following formalities are completed by all concerned before exercising his discretionary power for part payment of security deposits:--

(i) Formalities to be completed by the departmental officers

(a) Completion of prescribed test checks of measurements by Executive Engineer and Assistant Engineer.

(b) Sanction of extra/substituted items by the competent authorities.

(c) Decision on levy of compensation, etc.

(ii) Formalities to be completed by contractor

(a) Submission of final measurements to the department by the contractor & acceptance of final measurement by the departmental officers.

(b) Applying for extension of time as and when required immediately.

(c) Rectification of defects pointed out by the departmental officers.

(d) Completion of work in all respects, including clearance of site, etc.

(e) Return of surplus materials issued by the department immediately on completion of work or as and when it comes to light.

(3) There is no need to wait for the contractor to apply for refund of his security deposit. The Hand Receipt for this purpose should be prepared by the Junior Engineer/Assistant Engineer as soon as it is due, and sent to the Divisional Office for payment.

21.3 Effecting of recoveries

Once the recoveries become due from a contractor, the same should be effected from the money due to the contractor either from the same work or from any other work or from the security deposit. Action to recover the overpaid amount should not be kept pending or kept in abeyance on account of the case being before the arbitrator. Action in terms of the award by the Arbitrator can be taken after the award is received and accepted by the competent authority. The recovery of overpaid amounts should be effected as early as possible and the recovery should not be kept in abeyance during the pendency of arbitration proceedings.



21.4 Time limit on claims for refund of security deposit

The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years, commencing from the date that the right to the due accrues. In the case of security deposit paid along with the individual contract, the right to the due would accrue under the maintenance period, or the date of payment of final bill, whichever is later.

21.5 Refund of security deposit regarding specialized items of work

(1) For some of the specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters etc. that are entrusted to specialized firms or registered contractors who associate specialized agencies as per para 15.3.(1) of this Manual, the contractor/firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors is given vide **Appendix - 13**.

(2) It has further been decided that the security deducted from the bills of the contractors shall be refunded to him after expiry of maintenance period in accordance with the terms of the contract in this behalf.

(3) The Divisional Officer shall, however, maintain a register in which all these works carried out in the Division shall be entered and which shall be periodically reviewed by the Executive Engineer. The Register will contain the following heads:

(i) Name of the work:

(ii) Date of completion:

(iii) Specification in brief:

(iv) Rate paid.

(v) Name of the firm/contractor

(vi) History* of all defects, with date(s) of occurrence, noticed during the guarantee period.

(vii) Action taken by the firm/contractor.

*The history will help as a ready reference about the efficiency and the quality of the work done by the firm/contractor.

21.6 Divisional Accountant's responsibility for prompt refund of security deposit

In order to avoid delay in the refund of security deposit to the contractor, the Divisional Accountant should put up to the Divisional Officer every month a list of all the cases where the security deposit becomes due for refund so that the requisite certificate is immediately obtained by the Divisional Officer from the Sub-Divisional Officer concerned and the security deposit is refunded without waiting for any application from the contractor.



SECTION 22

ESSENTIAL FEATURES OF AGREEMENTS/CONTRACTS

22.1 General principles and guidelines

(1) The Tender Committee has full powers to accept tenders, and they are authorized to frame subsidiary rules relating to the calling for or acceptance of the tenders and the general procedures connected with the contracts.

(2) There are, however, certain general principles and guidelines laid down for acceptance of tenders that are required to be observed by subordinate authorities empowered to enter into contract or agreement involving expenditure from Public Funds.

(3) No contract shall be made by a subordinate authority that has not been directed or authorized to do so by or under the orders of the Board of Directors.

(4) The Managing Director should be made a party to every contract of the Nigam and the words "for and on behalf of the Managing Director of UPJN" should follow the designation appended below the signature of the officer who is authorized in this behalf and who is executing the contract.

(5) The terms of contract must be precise and definite and there must be no room for ambiguity or misconstruction therein. In UPJN, standard contract forms have been prescribed to avoid this possibility. The alternative conditions given in the standard forms that are not applicable to a particular contract should be invariably scored out. In cases where the standard forms of contracts are not convenient to be used, legal and financial advice should be taken in drafting the contracts before they are finally entered into.

(6) No relaxation of specification in a contract, or relaxation of the terms of an agreement entered into by the UPJN should be made without proper examination and consequence of such relaxation. The interest of the public exchequer should be taken due care before agreeing to any relaxation of agreement or contract. Save in exceptional circumstances, no work of any kind should be commenced without prior execution of contract documents. Even in cases where a formal written agreement is not made, no order for supplies etc. should be placed without at least a written agreement as to the price and other terms of agreement.

(7) "Cost Plus" contract should be avoided except where they are inevitable and prior written approval of Managing Director has been obtained.

Explanation:-- A "Cost Plus" contract means a contract wherein the price payable for supplies or services under the contract is determined on the basis of the actual cost of production of the supplies or services rendered plus profit either at a fixed rate or unit or at a fixed percentage on the actual cost of production.

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(8) The terms of the contract once entered into should not be materially varied without the previous consent of the authority competent to accept the tender/offer for the contract as so varied. Such variation involving payment to contractors by way of compensation or otherwise outside the strict terms of the contract or in excess of the contract rates shall be authorized by the MD/CE as per the powers delegated to them. A variation of the terms of contract, which has been approved by the competent authority, shall be made by writing executed "for and on behalf of the Managing Director of UPJN" by an officer who is authorized to execute the original contract.

(9) No contract involving an uncertain or indefinite liability or any condition of an unusual character should be entered into without the previous consent of the Board of Directors.

22.2 Execution of agreements

(1) *Power to sign agreements;--*

(i) The Divisional Officer shall sign all agreements for execution of works "for and on behalf of the Managing Director of UPJN" after the acceptance of tenders by the competent authority.

(2) *Avoidance of delay;--*

There should be no delay in executing the agreement as soon as a tender has been accepted by the competent authority.

(3) *Corrections in the tender papers;--*

(i) The Divisional Officers/Sub-Divisional officers should see that conditions not existing in the approved tenders are not in any case allowed to be embodied in the agreements.

(ii) Before signing an agreement it must be ensured that no conditions are inserted which were inadvertently omitted in the tender papers, though included in the NIT. Similarly, no errors, which might have inadvertently crept in the NIT should be corrected.

(4) *Recording of date of acceptance of tender in the agreement;--*

The date of acceptance of tender as shown in the letters of acceptance of tender and award of work issued to the contractor, which form part of the agreement, should be indicated in the space at the bottom portion of page 4 of contract agreement Form 7 or 8 as the case may be.

(5) *Record of agreements;--*

A record of the agreements drawn up should be kept in the Register of Agreements

22.3 Supply of copies of contracts to contractors

(1) Two sets of contract documents should be prepared and signed by both the parties on each page. One of the sets should be stamped "Original" and the other "Duplicate". The duplicate copy should be supplied to the contractor free of cost

(2) For any additional copies required by the contractor the following prices be charged for each copy:

(i) Works costing upto Rs. 1 lakh. Rs. 150/-

(ii) Works costing between Rs. 1 lakh and Rs. 50 lakhs. Rs. 500/-

(iii) Works costing more than Rs. 50 lakhs and upto Rs. 2 crores. Rs. 1000/-

(iv) Works costing above Rs. 2 crores. Rs. 1500/-

(3) The additional copies should not be marked as "Triplicate", but should only be certified as True copy.

22.4 Certification and safe custody of agreements

(1) Correctness of agreements :--

The agreements should be properly checked and compared in the office of the Executive Engineer/Assistant Engineer with the Notice Inviting Tenders as approved by the competent authority. The Divisional Accountant will be held personally responsible for any mistake that is found subsequently after the agreement has been formally signed in respect of agreements signed by the Executive Engineer. Also, he should ensure that before copies of the accepted agreements are forwarded to the authorities concerned, they are complete in all respects.

(2) Custody of agreements:--

(i) The original contract documents should be kept in the personal custody of the Engineer-in-Charge (EE) and should be given to the Divisional Accountant whenever required by him after obtaining acknowledgement.

(3) Supply of certified copies of the agreement:--

(i) Certified copies of the agreements for which tenders are accepted by an authority higher than the Divisional Officer should be furnished to that authority, by the Engineer-in-Charge. The authority which accepted the tender, on receipt of the copy of agreement from the Divisional Officer, will ensure that the agreement is in accordance with the accepted tender and if mistakes are found, communicate the same to the Divisional Officer.

(ii) The Divisional Officer shall incorporate the corrections and send certified copies of the agreement to the following:---

(a) Tender accepting authority,

(b) Chief Accounts Officer

(c) Divisional Accountant,

(d) Assistant Engineer(s) in charge,

(e) Junior Engineer(s) in charge.

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(iii) It has been observed that there is a lot of avoidable delay in the supply of copies to Audit/Pay and Accounts Office. According to instructions, a copy is required to be supplied to Audit/Pay and Accounts Office latest within 4 weeks of acceptance of a tender.

(4) Certification of agreement: ---

(i) The Divisional Officers should certify each copy of an agreement as "True copy" and put their full signatures in token of such certification.

(ii) Also, the original, duplicate and all copies of an agreement should be properly sealed.

(5) Payments only after execution and supply of copies of agreement :---

In the absence of execution of formal agreement, the first payment should not be made to the contractor without specific sanction from the Superintending Engineer. No subsequent payment(s) should be made unless the agreement has been signed.

22.5 Weeding out of Old Agreements

(1) Formation of Committee :---

For weeding out old agreements, a Committee consisting of the following shall be constituted by the Chief Engineer:

(a) Superintending Engineer

(b) Financial Officer to Chief Engineer

(c) Executive Engineer of the concerned Division

(d) Divisional Accountant of the concerned Division.

(2) The Committee will review all agreements for which final bill has been paid at least 10 years earlier and will decide which of those are to be weeded out, considering the points given in (a), (b) and (c) below.

The Committee will record the following certificate before weeding out/destruction of such records ;---

(a) The agreements are not required to be preserved for legal references, such as arbitration/court cases, or any other claims of contractor/department.

(b) The agreements are not required to be preserved for any pending Statutory Audit/Internal Audit paras, or settlement of any accounts affecting the exchequer/Nigam.

(c) The Committee is satisfied that these records are no more required for any other referred cases etc., and no claims in respect of such records are likely to arise in future.

(3) The Committee will also prepare a list of such records as per proforma (given in Annexure below) for all agreements that are weeded out.

22.6 Supplementary agreements

(1) Where it is not desirable to keep the complete contract open for minor items, execution of which is not immediately possible on account of:

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- (i) Certain prerequisite(s) which is(are) not the responsibility of the contractor, or
- (ii) Execution of maintenance/operation of equipments and installations for a specified period after completion of the construction/erection work.

In such cases the main contract may be finalized, and the residual work may be got done through the same contractor by execution of a Supplementary Agreement on the form prescribed vide **Appendix 14**.

(2) The authority competent to accept the tender will be the authority to order provisional closure of the original contract and drawing up of the supplementary agreement.

(3) The bill in relation to the work already done by the contractor against the first or original agreement should be provisionally finalized on the Final Bill Form (Yellow Paper) by adding the words "Provisional Final" on the top as well as against the entry "Serial number of this bill" of the said Bill Form. As per condition 2 (f) of the Supplementary Agreement, the final bill relating to the entire work under the two agreements, i.e. original and supplementary agreements, shall be prepared after completion of the entire work on the Final Bill Form (Yellow Paper).

22.7 Completion of Agreements

Adequate care should be taken to complete the agreement to be entered into between the contractor and the Executive Engineer for and on behalf of the Managing Director of UPJN.

(1) Constituents of an agreement :---

(a) A complete agreement would consist of:--

(i) Notice inviting tenders on Form 6 (which is invariably issued by the Divisional Officer irrespective of the fact whether he is competent to accept the tender or not),

(ii) Pamphlet or any other form used for the contract,

(iii) Schedule of Quantities which indicates items of work, quantity, rates, unit, amount,

(iv) Letter of the contractor submitting the tender,

(v) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted,

(vi) Letter of the Executive Engineer communicating acceptance of the tender, and

(vii) Letter of the Executive Engineer issued for the commencement of the work (after submission of the performance security/guarantee by the contractor).

(b) UPJN Safety Code, Model Rules for protection of health and sanitary arrangements for workers employed by the UPJN or its contractors, UPJN Contractors' Labour Regulations, Fair Wages clauses etc. should form part of the agreement.

(2) Signing of all correction slips by the contractor :---



Instances have come to notice where there are a number of correction slips which are required to be inserted at the time of drawing the agreement, in some cases the contractors fail to sign one or more correction slips resulting in dispute and disregarding claims of the Department. As such, special care is required to be taken to see that all corrections, additions, alterations, or slips attached to the agreements are duly signed both by the contractor and the Executive Engineer.

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Annexure

Proforma for weeding out and destruction of old agreements

[Reference para 22.5(3)]

- (1) Division (4) Executive Engineer
- (2) Circle (5) Superintending Engineer
- (3) Zone (6) Chief Engineer

S.No	Name of work	Agreement No.	Agency	Date of start	Date of Completion (Stipulated)	Date of Completion (actual)	Estimate cost put of tender	Tendered Amount	% above/ below	Vr. No & date of final bill	Amt. of final bill	Audit para if any	Arbitration case, if any	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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SECTION 23
EXTRA SUBSTITUTED AND DEVIATED ITEMS OF WORK

23.1 Deviations

(1) Deviation means deviation in quantities of items, i.e. where there is increase or decrease in the quantities of items of work in the agreement.

(2) The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of the contract amount.

23.1.1 Market rates for quantities deviating beyond certain limit

(A) As per provisions of clause 12.2 of GCC, in case of agreement items, substituted item, agreement cum substituted items which exceed the limit stipulated in schedule 'F' of the contract, the contractor within 15 days of receipt of order or occurrence of the excess, can claim revision of rates, supported by proper analysis, for excess quantities. Engineer-in-Charge (EE) shall consider the analysis submitted by contractor and determine the rates on the basis of market rates. Further as per provision of clause 12.3 of GCC, in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The rates should be worked out by adopting the market rates of material/labour, prevailing at the time of occurrence of excess, in the relevant item as per the method adopted in the justification.

(B) For maintenance works including works of up gradation, aesthetics, special repair, addition/alteration :-- In the case of contract items, which exceed the limits laid down in schedule- F, the contractor shall be paid rates specified in the BOQ. Further as per provision of clause 12.3 of GCC, in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of *occurrences* of the excess and should decide the rates based on market rates considering the reply of contractor.

23.1.2 Sanction of deviations

(A) For Project and Original works:--

Apart from obligation of sanctioning rates under the provisions of contract, a proper check is needed on deviations in quantities on higher/lower side for each and every item. The following procedure shall be followed in sanctioning the deviation items:--

(1) The deviations shall be sanctioned by the officers as per their delegation of powers.



(2) In case of deviations occurring in the quantities of substituted/extra items/ deviation in quantity of any item already sanctioned, then revised sanction should be taken from the competent authority.

(3) Total deviation in quantity of an item/extra items shall be sanctioned by one authority only whosoever is competent to sanction total deviation of the item.

(4) Minus deviation is to be sanctioned on the basis of agreement rate irrespective of deviation limit.

The amount of a deviation statement shall be the sum of absolute value of deviated amounts of all individual items.

(B) For Maintenance works including works of upgradation, aesthetics, special repair, addition/ alteration :--

In the case of contract items, which exceed the limits laid down in schedule-F, the contractor shall be paid rates specified in the BOQ. Apart from obligation of sanctioning rates under clause 12.3 of GCC/ contract, a proper check is needed on deviations in quantities on higher/ lower side for each and every item. In order to exercise proper check on deviations, the following procedure shall be followed :--

(1) Deviations in quantities of individual item upto + 10 % of the agreement quantities will not need any prior approval of the technical sanctioning authority and sanction of deviations is not required.

(2) Deviation in quantities of individual item beyond the limit of +10% but within the deviation limit as specified under clause 12 of the contract will not require the prior approval of technical sanctioning authority but total deviation (including initial +10%) shall be sanctioned by officers as per delegation of powers.

(3) If total deviation of quantity of individual item is beyond the deviation limit as specified under clause 12 of the contract then deviation beyond the limit +10% should not be allowed at site without in-principle approval of technical sanction authority. Once in-principle approval is obtained, the total deviations (including +10%) shall be sanctioned by the officers as per delegation of powers.

(4) In case of deviations occurring in the quantities of substituted/ extra items/ deviations in quantity of any item already sanctioned, then revised sanction should be taken from the competent authority.

(5) Total deviation in quantity of an item shall be sanctioned by one authority only whosoever is competent to sanction the total deviation of the item.

(6) Minus deviation is to be sanctioned on the basis of agreement rate irrespective of the deviation limit.



The amount of a deviation statement shall be the sum of **absolute** value of the *deviated* amount of all individual items.

23.2 Extra/Substituted Items

23.2.1 Definition

(1) Extra items of work are items that are completely new, and are in addition to the items contained in the contract.

(2) Substituted items are items that are taken up with partial modification or in lieu of items of work in the contract.

(3) One agreement item can be substituted by multiple items.

(4)A For Project & Original works: The rate of any substituted item executed against agreement item up to deviation limit as defined in Schedule 'F' shall be derived as per provisions of clause 12.2 of the contract/GCC. Rate of remaining quantity of substituted item executed beyond deviation limit shall be determined on the basis of market rate.

B. For Maintenance works including works of upgradation, aesthetics, special repair addition/ alteration: The rate of any substitute item/s, being the schedule item (SOR item), shall be paid as per the schedule rate plus cost index (prevailing at the time of tendering) plus/ minus the %age above/ below the quoted contract amount. Payment of substitute item in case it is a non-schedule item (non SOR item), shall be made as per the rates prevailing in the market at the time of occurrence/execution of the substitute item.

23.2.2 Nomenclature of item

The wordings of the extra/substituted items sanctioned by the competent authorities should be properly formulated so as to reflect the exact mode of execution in the field.

23.2.3 Prior sanction of competent authority necessary

(1) No extra/substituted item should be executed or approved without the prior concurrence of its necessity by the authority that accorded the technical sanction. But for projects/ original works, no approval in principle of the TS authority is required for EI/SI item.

(2) The powers for sanctioning the substituted/extra items are delegated in the department separately.

(3) Assistant Engineer/Executive Engineer should anticipate any extra /substituted item that may be necessary for the execution of the work, and they shall initiate the case after obtaining prior concurrence as per sub-para (1) above for its approval from the competent authority. Such cases shall be expeditiously processed at all levels to minimise delay in the execution of the work. But for projects / original works, no approval in principle of TS authority is required for EI/SI item.

(4) Pendency of such items shall be closely monitored by Executive Engineer and higher level officers. Para 5.5 of this Manual may be referred to regarding the submission of monthly

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progress reports for large value works by the contractors, in which such pending items are to be highlighted by the contractors.

23.3 Determination of rates for deviated/extra/substituted items

A. For Project & Original works.

(1) The rate of extra items and deviation items beyond the permissible limit will be worked out at market rates prevailing at the time of commencement of execution of these items. For substituted items, the agreement rate of the original item will be adjusted for the difference in market rates of original and substituted items. The analysis of rates on market rates should be on similar lines as adopted in the justification of tender.

(2) For working out rates the contractor shall submit his rates along with proper analysis for all extra/substituted items. These shall be duly considered by the Engineer-in-Charge while finalizing the rates or forwarding the statement(s) for obtaining the approval of the competent authority.

(3) Nothing is to be added in the analysis of rates on account of service tax (which will be reimbursed to the contractor by the Engineer-in-Charge on satisfying himself that the contractor has actually and genuinely paid the tax) but effect of other Construction Workers' Cess Act, 1996 and VAT/Work Contract Tax as applicable will also be added in the analysis of rates for the deviated/extra/substituted items For detail also refer to para 19.4.3.1 of this manual.

B.) For Maintenance works including works of upgradation, aesthetics, special repair, addition/ alteration: In the case of Extra Item(s) / substituted item(s), being schedule items (SOR items), these shall be paid as per the schedule rate plus cost index (at the time of tendering) plus/ minus the %age above/ below the quoted contract amount. Payment of Extra item/s or Substitute item/s in case of non-schedule items (non SOR items) shall be made as per market rates prevailing at the time of occurrence / execution of the item at site.

In the case of contract items, which exceed the limits laid down in schedule- F, the contractor shall be paid rates specified in the BOQ.

23.4 Measurements for inadmissible items

In case of items that are claimed by the contractor but in the wisdom of the Department are not admissible for payment, measurements should be recorded without prejudice, for record purposes only, so that in case it is subsequently decided to admit the contractor's claims there should be no difficulty in determining the quantities of such work done. A suitable remark in the MB should, however, be made in red ink against such measurements to guard against payment.



23.5 Rates for extra items allowing overheads on stipulated material supplied to contractor

For Project & Original works, 2.5% may be added as overheads over the issue rates of materials stipulated in the contract while analyzing rates for extra items. The percentage represents the following charges:

- (i) Office expenditure of the contractor.
- (ii) Storage of materials.
- (iii) Handling expenses and other incidental charges. The percentage does not include transport charges.



SECTION 24
SITE ORDER BOOKS AND INSPECTION REGISTER

24.1 Maintenance of Site Order Books

(1) The Site Order Books shall be maintained in the form prescribed in **Appendix 15**. The Site Order Book shall be printed and its pages machine numbered and issued by the Executive Engineer in different sizes containing sufficient number of pages, depending upon the magnitude of the work.

(2) A flyleaf should be attached with each Site Order Book containing instructions regarding maintenance of Site Order Books.

(3) These will be maintained properly and preserved for a period of 5 years or up to the time all disputes/arbitration cases of the work are finally settled, whichever is later, after completion of a work in the same manner as a Measurement Book.

(4) The following procedure shall be followed regarding the maintenance of Site Order Books :---

(a) Senior Officers of the rank of Superintending Engineer and above shall communicate their observations by way of inspection notes.

(b) Verbal orders of Senior Officer :--

Whenever any Senior Officer gives verbal instructions to his Junior Officer at the site of work, it is necessary that he should confirm such orders in writing. In any case, it should be the responsibility of the Junior Officer to get these confirmed in writing. Though verbal orders have got to be confirmed in all cases, implementation of these verbal orders should not be delayed for want of confirmation.

(c) Observations of the Architect during his site inspection :--

While carrying out field inspections, the Architects may point out architectural defects through separate inspection notes, and their observations shall be acted upon by field staff after proper examination from technical, contractual and financial angles.

(d) As far as the Executive Engineer and Assistant Engineer are concerned, they should invariably sign the Site Order Book in token of their having read all the instructions issued by various Officers and replies made thereto. In case the Executive Engineer or Assistant Engineer himself wants to give any instructions, he should record them in the Site Order Book. In regard to important matters, they may find it necessary to communicate such orders even in writing in the form of inspection notes.



(e) The Junior Engineer/Assistant Engineer should also record his observations in the Site Order Book if he finds any defective work going on, or if the contractor is not complying with any of the terms of the contract, or on the slow progress of work, if any.

(f) The Site Order Book should be maintained at the site of the work, and it should never be removed from there under any circumstance.

(g) Recording of observations by the contractor :--

The contractor or his authorized agent will also be at liberty to note his difficulties etc. in this Book.

(h) Recording of compliance of orders/instructions :--

The compliance of orders/instructions given by the supervisory staff and the date(s) of its(their) compliance should be recorded side by side in the Site Order Book by the Junior Engineer/Assistant Engineer with dated initials. The Executive Engineer should also periodically review the Site Order Book to ensure that it is being properly maintained and used.

(i) Verification of Site Order Book before releasing payment :--

The Site Order Book should be consulted at the time of making payments to the contractor. The Assistant Engineer should record the certificate on the bill(s) submitted by the contractor to the effect that the Site Order Book has been verified before signing such bill(s). This would enable the Assistant Engineer to ensure whether the defects pointed out during construction have been rectified or not, and also to propose part rates, if necessary, before the payments are made for the items of work for which defects were pointed out but have not been rectified.

24.2 Maintenance of Inspection Register

(1) An Inspection Register is required to be maintained at every site of work, duly issued by Executive Engineer and docketed from the Division Office.

(2) The proforma for the Inspection Register shall be as per Annexure given below.

(3) Entries regarding site visit of senior officers :--

(i) Whenever he visits the site, the Superintending Engineer shall record the date and time of his visit, items inspected and his observations. Entry of visit should be made even if no defects are observed.

(ii) Similarly, the Chief Engineer shall record his observations in the Inspection Register, at least *during* 50% of his visits, and in other visits he shall at least sign the Inspection Register in token of his visit to the work.

(iii) If for some reason, the Chief Engineer is not in a position to do so, he may direct the Executive Engineer to record his observations in the Inspection Register and send a copy of those observations to the Chief Engineer by way of confirmation.

(4) Alternatively, the Chief Engineer/Superintending Engineer may issue inspection notes, copies of which shall be pasted in the Inspection Register.

(5) It will be the responsibility of the Executive Engineer to ensure that the observations of the inspecting officers for each and every visit are available in the Inspection Register, either through recorded notes or through pasting of the inspection notes.

(6) Carrying over senior officers' observations to the Site Order Book :--

The Executive Engineer/Assistant Engineer shall carry over such observation and defects on which action is to be taken by contractor to the Site Order Book with appropriate cross references in the Inspection Register.

(7) Review of observations for compliance :--

It is also necessary that the observations recorded in the Inspection Register by the Chief Engineer/Superintending Engineer be reviewed during their subsequent inspections to ensure their compliance.

(8) These are also required to be reviewed during Quality Assurance Inspection.

Inspection Register

Name of work:

S. No	Date and Time	Officer's name and designation	Items inspected and specific defects noticed & action to be taken	Signature	Defects taken to site order book/ letter written			Final action/ result
					Site Order Book page no./letter no.	Date	Sign of AE/EE	
1	2	3	4	5	6	7	8	9

Handwritten signature

SECTION 25

ISSUE OF MATERIALS TO CONTRACTORS

25.1 Issue of materials

(1) Issue of materials to works, whether from stock or by purchase, transfer or manufacture, are divided into two classes:

(i) Issue to contractor:---

Issue of materials to contractors with whom agreements in respect of completed items of works i.e. for both labour and materials have been entered into.

(ii) Issue direct to works: ---

Issue of materials when work is done departmentally or through a contractor whose agreement is for labour only.

(2) In view of likely liability of Sales tax, it has been decided not to stipulate materials in the contract for issue to contractors. However, CE of concerned region is empowered to take a decision on a case to case basis, based on merit.

Wherever such approval is obtained following shall be followed :--

The issue of materials to contractors is to be stipulated in contracts, which are for completed items of work, only in the following circumstances:

(i) When it is necessary to retain in the hands of Nigam the supply of imported materials.

(ii) When, in the interest of work, or with the object of utilizing existing stocks or materials, it is desirable to retain in the hands of Nigam the supply of certain other materials as well, and a condition to this effect has been inserted in the contract.

(3) Stipulation of materials to be issued by the Department :---

(i) Stipulated materials shall be issued for use at site on works, for all the items where such materials are required.

(ii) It should also be ensured that description of the materials to be issued should be adequately specified in order to obviate chances of any dispute. For example, if cement is specified for issue, its grade and colour, i.e. whether it is grey cement or white cement, should be stated clearly and also whether it will be in bags or otherwise.

(iii) The contract should specify:---

(a) the materials to be supplied by Nigam for use on the work.

(b) the place or places of delivery, and

(c) the rates to be charged to the contractor for each description of materials.

(iv) The rates to be charged to the contractors for materials to be supplied should be definitely specified (vague provisions e.g. at stock rates should be avoided) and if intending contractors

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had been told that the materials would be supplied at certain rates and asked to tender on that assumption, then that rate should be adhered to in the contract.

(v) No carriage or incidental charges are borne by Nigam for moving the materials beyond the place where the contractor has agreed to take delivery thereof.

(vi) The contractor should be held responsible for obtaining from Nigam all such materials required for the work, and for making payment for them by deduction from his bills at the rates specified, regardless of fluctuation in the market rates or in the stock rates of the Department.

(vii) Conditions for supply of departmental materials should be so explicit that no doubt or ambiguity is left which may encourage the contractor to derive undue financial benefit subsequently. The tender documents should include the specific items of work for which materials are intended to be issued by the department with detailed description of materials.

(4) Stipulation of free issue of materials:--

In contracts entered into by the department for works, stipulation to issue departmental materials such as steel, cement, pipes etc. free of cost should be avoided. However, in some exceptional cases, if such free issue of departmental materials is stipulated, it should be ensured that suitable provisions are made in the contract with regard to return of surplus materials and/or material used in excess of theoretical requirement. The provision for wastage/variation, if any, that will be permitted should be clearly indicated. The recovery rate for effecting recovery from the contractor, in case the excess materials are not returned or if the wastage/variation is more than the permissible limit, should also be clearly stipulated, and it should be so fixed that it discourages the contractor from retaining the unused materials.

(5) Drawing of stipulated materials by the contractor:--

It is not permissible for the contractor to obtain the materials, otherwise where the contract stipulates the issue of materials by the Department, unless in a case of emergency the supply has been entrusted by the Engineer-in-charge (EE) for recorded reasons to the contractor himself at suitable rates.

(6) Stipulation of materials those are not available:--

The Divisional Officers should not make any provision in the tender for the supply of materials by the Department to the contractors if the materials are not available for issue from the Central stores, or where they cannot be arranged in time for issue.

25.2 Issue of materials when not stipulated

(1) No material other than that stipulated for issue in the contract should be supplied to contractor for use on a works.

(2) Issue rate to be charged:--



(i) The rate charged for the materials should be:

(a) That is provided in the Analysis of Rate of MRJ for the item of work on which it would be used, plus or minus the percentage above or below the Schedule of Rate allowed to the contractor, or

(b) Market rate, or

(c) Stock issue rate plus storage charges, whichever is higher. No carriage or incidental charges should be borne by Nigam in connection with the supply.

(3) In cases in which the Nigam undertakes to supply materials to a contractor, full description of the materials as also its condition should be indicated in the relevant conditions of agreement with a view to safeguard the interests of the Nigam.

(4) Free issue of non-stipulated materials to the Contractor should be avoided as far as possible.

25.3 Issue and recovery of cost of materials

Regulated issue of materials

It should be ensured that the materials are not issued to contractor arbitrarily and without keeping an eye on the actual requirement at site. It is essential that issues to contractors are regulated and restricted to actual requirements depending on the progress of the work.

25.3.1 Issue of cement/steel and pipes and other materials and check on their consumption

(1) The theoretical consumption statement for consumption of cement on the work executed from the start of the work up to and including the work included in the bill should be invariably prepared along with every running bill. This should be got signed from the contractor at the time of obtaining his signature on the running account bill so that he is aware of the basis on which the theoretical quantity of cement is worked out, and it may be possible for the contractor as well as the Department to exercise a check over the consumption of cement during the execution of the work. The theoretical quantity so worked out should be compared with the actual issue of cement as per Cement Register as on the last date of the measurement of the work. Should there be any difference beyond the normal permissible limits of variations between these two quantities, such difference should be properly explained both for less or more consumption by the Assistant Engineer, and the Executive Engineer should go into such explanations and take remedial measures.

(2) In order to have an effective control over the issue of cement, the following drill should be observed:---

(i) The cement godown (s) should be properly and effectively double locked, keys of one of the locks remaining with the department and that of the other with the contractor.



(ii) The pages of the Cement Register should be as per **Appendix – 19**, machine numbered and **each page** initialled by the Executive Engineer.

(iii) Periodical checking of cement godown :--

The cement godown and the Cement Register should be checked by the Assistant Engineer/Executive Engineer in-charge of the work as per following schedule:---

(a) At least weekly or fortnightly, respectively, in case of works at the headquarters of the Assistant Engineer/Executive Engineer.

(b) Whenever they visit the site of work in case of works that are located outside the Divisional headquarters, and

(iv) As an additional safe guard, the following instructions should be followed:---

(a) Display of position of cement outside the store :--

For all works costing more than Rs. 10 lakhs and using cement, the contractor shall distinctly display a board at work site on the cement store indicating the opening balance on a particular date, receipt during the day, issue during the day and closing balance at the end of the day (The entries for receipts and issues shall be updated immediately on physical receipt and physical issue, and also at the end of the day).

(b) Procedure for indenting, receipt and issue of cement and steel :--

While issuing an indent for fresh cement/steel, the balance material available at the site should be checked. The Assistant Engineer must record on the body of the indent, the balance of such material available at the time and date of issue of the indent, which should be taken into account by the Executive Engineer before signing the indent.

At the time of receipt of the materials, not only the date but also the time of receipt shall be mentioned in the Cement Register as well as in the MAS Register. The entries should be made separately for each truck, giving the gate pass number. The consignee should also indicate the time/date of receipt of material on the gate pass that is returned to the Central Stores through the transporter. Gate pass should be counter signed by the Assistant Engineer for all quantities of cement received against indents of 10 tonnes and above. The cement/steel and other materials received from Stores/Local purchase etc. on any particular day shall not be used in the work or transferred to any other work for 24 hours from the time of receipt at site, for physical check and verification by the Assistant Engineer. The cement already available in the store should be consumed first, before issue from the new consignment. Similarly, new steel items should be stacked in countable shape to facilitate physical check before these are used. The principle of first in and first out in issuing cement bags should be strictly followed.

(c) Checking of steel & pipes consumption:--

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For making comparison of the actual consumption of steel with the theoretical consumption, each diameter of steel bars & pipes should be treated as an individual item issued departmentally and check on theoretical consumption should be applied to each diameter. Theoretical consumption statement for steel bars & pipes should be prepared along with every running bill. Should there be any case of issue being less or just equal in any particular diameter/section than the actual consumption, this should be properly investigated. If such issue, diameter wise/section wise or in total, is very much higher than the consumption, it should be generally ensured that the balance steel is available at site in good condition and this should be certified by the Assistant Engineer. Any serious discrepancies that are noticed should be reported to the Superintending Engineer.

(3) Similar precautions should be taken in the case of all other materials issued by the Department.

(4) Recovery from the contractor

The recovery from the contractor shall be regulated as per clause 42 of the agreement, and its interpretation may also be referred to under section 32 of this Manual.

25.4 Issue rates and recovery of cost

(1) Issue rates of cement, steel or any other items in the contract should not be less than the market rates of these commodities irrespective of the issue rates of the Central Stores.

(2) Recovery for materials issued :--

The recovery from the contractor on account of the cost of materials issued to him for use on a work may be made gradually by the Divisional Officer on the basis of the theoretical consumption plus wastage of the material used in the work as measured up-to-date. For each bill, the field staff should certify that the balance material(s) is(are) available in the contractor's custody. In case of shortage, the cost of the same should be immediately recovered from the contractor.

(3) Maintenance of account for materials issued :--

The Divisional Officer shall maintain a proper numerical account for materials issued to the Contractor.

(4) Recovery for excess/less use of bitumen :--

(i) Where bitumen is supplied at a fixed rate, recovery at issue rate plus 10% or market rate whichever is higher should be made for supply in excess of permissible variation over theoretical consumption. Where less than theoretical requirements of bitumen is used, recovery at issue rate plus cartage should be made for difference between actual consumption and theoretical requirement of bitumen.

25.5 Return of surplus materials

(1) Where any material for the execution of the contract is procured with the assistance of Govt. or Nigam, the contractor is required to use the said materials economically and solely for the purpose of the contract, and not dispose of them without the written permission of the Nigam. He should return, if required by the Engineer-in-charge, all surplus or unserviceable materials that may be left with him after completion of the contract, or at its termination for any reason whatsoever, on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-charge (EE) shall be final and conclusive.

(2) In the event of breach of the aforesaid condition, the contractor shall, in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Nigam for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

(3) The exact proportion in which the materials are to be used by the contractor, for which he has tendered for the finished items of works, is laid down in the Specifications/Schedule of Rates. The theoretical quantities of the materials that should have been used by the contractor on execution of the work should be calculated according to the Specifications/Schedule of Rates provided in the contract.

According to clause 42 of the GCC/ agreement, the difference between the theoretical consumption and the total actual issues that is not returned by the contractor is to be recovered at the prescribed rate after allowing variation allowed therein.

(4) Similarly, the cost of the materials less used, based on the stipulated issue rates etc., is to be regulated according to the provisions of the said clause.

(5) The excess consumption of materials beyond the permissible limit as given in clause 42 of the contract shall be recovered at normal stipulated rate plus(+10) %.

25.5.1 Recovery of materials issued for rectification of defects

In order to discourage a contractor from doing bad work, no allowance is to be given for the materials issued for rectification of defects. The materials issued for rectification of defective work should be recorded separately and recovered at double the issue rate. The work that is re-done should be measured for record purpose if the dismantled work has already been measured.



25.5.2 Recovery of materials issued for re-doing works due to circumstances beyond the control of the contractor

If it becomes necessary to issue cement or any other material for rectification of defects or for redoing works that are necessitated due to natural calamity beyond the control of a contractor, such as floods, earthquakes, etc. such issues should be treated as legitimate consumption on works and should not be charged at rates higher than the issue rates. On the question whether re-doing of work of rectification of defects has, in a particular case, been necessitated by natural calamities etc., the decision the Chief Engineer concerned shall be final.

25.6 Instructions regarding storage of cement in godowns

The construction of cement godowns for works, where consumption of cement in a work does not exceed 5 tonnes, may not be insisted upon. In such cases, the contractor shall be permitted to store cement at site inside a covered shelter providing adequate safeguards against clodding of cement due to action of water, and theft. The Engineer-in-charge shall inspect such shelter and satisfy himself that adequate safeguards as mentioned above exist.

25.7 Issue of next half day's cement requirements

In view of the double locking system of cement godowns, it is necessary that the Executive Engineer should ensure that the Department's representative should reach the go-down site in time every morning to enable the cement to be taken out of the godown for starting the work. They may also, if necessary, permit the issue, to the contractors of all classes, in the evening some extra cement that is adequate to start the work next day. They should ensure that the extra cement issued is not more than half day's requirement for a particular work. Such issues should also be shown in the Cement Register.



SECTION 26

MATERIALS ARRANGED BY THE CONTRACTOR

In all contracts where departmental issue of cement and steel is not stipulated, special conditions shall be incorporated as below:--

26.1 Special conditions for cement

(1) The contractor shall procure 43 grade (conforming to IS 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tonnes or more per annum, such as ACC, UltraTech, Vikram, Shri Cement, Ambuja, Jaypee Cement, Century Cement & J.K.Cement or from any other reputed cement manufacturer having a production capacity not less than 1 million tonnes per annum as approved by the MD/Chief Engineer. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the works. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer- in-charge to do so.

(2) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer- in- charge. The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Cement should be stored in such a manner that the cement bags can be counted easily by UPJN officers.

(3) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.



(4) The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below:

(a) By the contractor, if the results show that the cement does not conform to relevant BIS codes.

(b) By the Department, if the results show that the cement conforms to relevant BIS codes.

(5) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need be made.

(6) The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.

(7) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

Superintending Engineers may change the brand of Cement depending upon availability in local market, if needed but with the approval of MD/Chief Engineer. Instructions in this respect can be issued by them at regular intervals. The name of manufacturers should be finalized after taking into consideration the suggestions of contractors during pre bid meeting, if any. Similar conditions for cement of other types like slag cement etc. may be incorporated wherever required by the NIT approving authority by providing for relevant BIS Codes, suitable brands of cement and technical circulars issued by the department.

26.2 Special conditions for steel

(1) The contractor shall procure TMT bars of Fe415/Fe415D/ Fe500/ Fe500D/Fe550 & Fe550D grade (the grade to be procured is to be specified) from primary steel producers such as SAIL, Tata Steel Ltd. RINL, Jindal Steel & Power Ltd & JSW Steel Ltd or any other producer, as approved by MD/Chief Engineer UPJN, who are using iron ore as the basic raw material/input and having crude steel capacity of 2.0 million tonnes per annum or above.

In case of non-availability of steel from primary producers, the NIT approving authority may permit use of TMT reinforcement bars procured from steel producers having Integrated Steel Plants (ISPs) using iron ore as the basic raw material for production of crude steel which



is further rolled into finished shapes in-house having crude steel capacity of 0.5 million tonne per annum or more, A separate list of producers for this category shall be got approved by the MD/Chief Engineer.

In case of non-availability of steel from primary producers as well as the ISPs, the NIT approving authority may permit use of TMT reinforcement bars procured from secondary producers. In such cases following conditions are to be stipulated in the NIT by NIT approving authority:

- (a) The grade of the steel such as Fe415/Fe415D/Fe500/Fe500D/Fe 550/Fe550D or other grade to be procured is to be specified as per BIS 1786-2008.
 - (b) The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.
 - (c) The TMT bars procured from primary producers & ISPs shall conform to manufacture's specifications.
 - (d) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
 - (e) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe415/Fe 415D/Fe500/ Fe 500D/Fe550/ Fe 550D or other grade of steel as specified in the tender (while preparing NIT the grade of the steel is to be specified) .
- (2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
 - (3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1)(d) & (1)(e) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.
 - (4) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in-charge.
 - (5) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

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(6) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

<i>Size of bar</i>	<i>For consignment below 100 tonnes</i>	<i>For consignment above 100 tonnes</i>
Under 10 mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part there of
10 mm to 16 mm dia bars	One sample for each 35 tonnes part there of	One sample for each 45 tonnes or part there of
Over 16 mm dia bars	One sample for each 45 tonnes or part there of	One sample for each 50 tonnes or part there of

(7) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

(8) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

(9) The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

(10) In case contractor is permitted to use TMT reinforcement bars procured from ISPs or secondary producers then:

(1) Reduction in the base price of TMT reinforcement bars shall also be indicated under Schedule "F" along with the base price.

(2) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by Rs. per kg. (The rate of reduction shall be same as 10.1 above converted to per kg plus Contractor's Profit and Over Heads (currently 15%) as applicable)

(3) The rates under 10.1 & 10.2 shall be specified by NIT approving authority at the time of issue of NIT for steel from ISPs and secondary producers separately.

26.3 Removal of rejected/sub-standard materials

The following procedure shall be followed for the removal of rejected/sub-standard materials from the site of work:---



(i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.

(ii) As soon as the material is removed, a certificate to that effect shall be recorded by the Assistant Engineer against the original entry, giving the date of removal and mode of removal, i.e., whether by truck, carts, or by manual labour. If the removal is by truck, the registration number of the truck should be recorded.

(iii) When it is not possible for the Assistant Engineer to be present at the site of work at the time of actual removal of the rejected/sub-standard materials from the site, the required certificate should be recorded by the Junior Engineer, and the Assistant Engineer should countersign the certificate recorded by the Junior Engineer.

26.4 Periodical checking of cement

Instructions as given in para 25.3.1 may be followed and Para 10.5(3) of this Manual may be seen regarding Ready Mixed Concrete (RMC) that may be stipulated for use in a work.



SECTION 27
ISSUE OF TOOLS AND PLANT

27.1 Conditions for issue

(1) When Tools and Plant such as road rollers, concrete mixers, etc. are available for issue to the contractor for bonafide use on a work of the Department, the Divisional Officer should invariably stipulate a provision for the supply of such T & P articles both in the Notice Inviting Tender and in the contract documents, specifying clearly the rates of recovery. Before making such a stipulation the availability of the road rollers etc. should be ascertained from the Uttarakhand Pwaja Nigam Divisions concerned. Advance intimation to the concerned Division should also be given for arranging the road rollers, etc. at the proper time.

(2) If a project or work is sufficiently big, warranting the use of a number of road rollers, the Executive Engineer may consider opening a road roller shed and a workshop at or near the site of work, well staffed and equipped, to avoid loss of time in transit and to ensure proper utilization of the machinery.

(3) In exceptional cases where the T & P articles are hired out to the contractor without being provided for in the agreement, the full economic rate, i.e. rate chargeable from non-government bodies should be charged.

(4) Issue of the equipment(s) to private bodies should be made in very exceptional cases, and with the approval of the competent authority.

(5) As a matter of principle only such Plant and Machinery should be issued to contractor, quasi Govt. bodies, such as Municipalities or others, as can be spared without inconvenience to the department.

27.2 Calculation of hire charges

(1) The following procedure should be adopted in determining the hire and other charges when articles of Tools and Plants are lent to local bodies, contractors or others:

The following types of charges may be recovered:

(i) Direct charges

(a) Running expenses: All the expenditure that is incurred in working the tools and plants or machinery that would not be incurred if it were not being worked. In case the running expenses or a part thereof are borne by the contractor the same may be deducted from the hire charges.

(b) Maintenance charges:

Supervision charges

Minor repairs

Special Repairs

