GOVERNMENT OF INDIA

CENTRAL PUBLIC WORKS DEPARTMENT

CPWD
WORKS MANUAL

2003

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Chapter I

Works

Section 1

Classification of Functions of Central PWD

Functions

1.1 The Central PWD is the agency of the Central Government operating throughout the country for planning, construction, maintenance and repairs of all works and buildings financed from Civil Works Budget including renting and purchase of buildings and Estates work at places where Directorate of Estate is not functioning. These do not include works of Atomic Energy Department, Central Water Commission, P&T Department, All India Radio, Space Department, and Railways. The Department executes the works of Defence Ministry, Shipping and Surface Transport, Transport Ministry (Roads Wing) and External Affairs Ministry (Outside India) as and when asked for.

1.2 Where there is no CPWD formation within 20 kilometres from the site of works, the administrative Ministry is empowered to execute "original works" and "special repairs" costing up to Rs. Ten lacs, in respect of buildings and other works under their administrative control without any reference to CPWD, if the same is done through the agency of MES, State PWD or any Central or State Public Undertaking which may be having a civil construction formation in the locality. Even for works exceeding Rs.Ten lacs, services of such agencies may be availed of but after consultation with the Ministry of Urban Development.

1.3 In places, where CPWD, has its own formation, the administrative Ministry is empowered to execute "original works and special repairs" costing upto Rs.10,000/- in respect of building and other works under the administrative control employing any agency of its choice.

1.4 The CPWD will lay down ceiling limits in the form of broad guidelines which should not be based on the original book value of the structure but the present cost of construction of similar building or structure and the age of the existing structure. After such ceiling limits have been laid down by the CPWD, the administrative Ministries are empowered, in respect of buildings etc., under their control or exclusive occupation to carry out ordinary repairs and maintenance works through any agency of their choice but within the ceiling limits of expenditure laid down by the CPWD.

Note: Civil Works would mean building works including electrical, air-conditioning, plumbing, sanitary work, compound walls, fire fighting, interiors, landscaping, renovations, rehabilitation and other miscellaneous works.

Classification of Works

Original Works

1.5 "Original works" shall mean all new constructions, including additions, alterations to existing works, special repairs to newly purchased or previously abandoned works and purchases.

Repairs

1.6 "Repairs" shall mean operations under taken to maintain buildings and works in proper condition. These are classified in two categories: annual repair and special repair.

Annual repair consists of those works, like white washing, colour washing, distempering etc. which are carried out annually.

Special repair consists of works like plastering, replacement of doors and windows, flooring etc., which are not required annually but are required as and when the necessity arises and is noticed during inspection by the supervisory staff whether suo moto or on complaint from allottee.

Petty Works

1.7 The expenditure on minor additions and alterations to residential and non-residential buildings upto the limits prescribed in DFPR may be classified at the discretion of the Superintending Engineer as petty works expenditure and debited to "Repairs" provided that separate estimates are sanctioned in respect of such additions and alterations and if such works relate to residences, the cost is taken into account in determining the capital cost and in calculating the Licence fee in accordance with the rules issued by Government.

1.8 The expenditure on miscellaneous items of road works, upto a limit to be prescribed by the concerned Ministry of the Government of India or by Ministry of Surface Transport, whichever is less, may be classified by the Superintending Engineer as petty works expenditure and debited to "Repairs" provided that the works in question do not form part of any comprehensive scheme or project covered by a work estimate.

SECTION 2

Stages For Execution of Works

2.1 After a requisition for a work required to be done is received, a preliminary estimate is prepared to give an idea of the approximate cost involved based on preliminary plans. It is sent to the requisitioning authority for administrative approval. Before incurring any liability in connection with the work the following four basic prerequisite are required to be fulfilled:

(i) Administrative approval.

(ii) Expenditure sanction.

(iii) Technical sanction.

(iv) Appropriation or re-appropriation of funds.

2.2 For major works costing more than Rs. 1 lac, administrative approval and sanction to expenditure will be accorded simultaneously by the administrative Ministries/Departments concerned. In case of minor works costing Rs.1.00 lac and below and chargeable to head other than the head of account 2059 public works or 2216 housing it will be necessary to issue expenditure sanction separately.

2.3 The execution of a project/work has two stages viz. the Pre-construction stage and the Construction stage. The following activities are involved in these stages :

Pre-construction stage -

(i) Requisition from the Client.

(ii) Preparation of site/soil data.

(iii) Discussions with clients of all their requirements, incorporation of the same and preparation of Preliminary Plans.

(iv) Approval of the plan by client.

(v) Preparation of Preliminary Estimate & vetting by Senior Architect.

(vi) Approval of the Estimates by the Clients.

(vii) Preparation & submission of the plan to the Local Bodies.

(viii) Approval of plans by Local Bodies.

(ix) Preparation of Preliminary Structural Sizes.

(x) Preparation of Service Drawings.

(xi) Preparation of architectural drawings.

(xii) Preparation of draft detailed estimate and design review with client and modification of drawings, if any.

(xiii) Preparation of detailed estimates for main buildings and all services (Civil, Electrical & Mechanical).

(xiv) Preparation of structural drawings.

(xv) Preparation of draft schedules for work (NIT) and call of pre-qualification applications, wherever required.

(xvi) Selection of contractors from the pre-qualification applications.

(xvii) Call of tenders and pre-bid conference.

(xviii) Receipt of tenders.

(xix) Decision of tender and award of work.

(xx) Preparation of NIT, call and award of work for Elect.Services/External Services.

Construction stage-

(i) Execution of work & contract management.

(ii) Completion of work.

(iii) Testing & commissioning.

(iv) Completion plans and Occupancy certificate from Local Body.

(v) Handing over to client.

(vi) Settlement of accounts.

2.4.1 The co-ordination upto the stage of preparation of detailed estimate/NIT for execution of a project shall be done by the Sr. Architect. The preparation of lay out, preliminary working and detailed drawings of buildings shall be done by the Sr. Architect in consultation with the client Ministry/ Deptt., Superintending Engineer (Planning), Civil, Electrical and Air-conditioning Engineers and the Directorate of Horticulture. For this purpose, the Sr. Architect shall send the advance copies of the drawings to all concerned officials and call for necessary comments or data (like wiring diagram etc.) as the case may be and the detailed

working drawings shall be finalised by him taking such comments/data into consideration and further mutual discussion if necessary.

2.4.2 The final working drawings shall indicate the sizes and position of sanitary fittings, positions of water supply fittings, positions of Electrical fittings and their specifications broadly.

2.4.3 In case of works where architectural input is not required, such as road work, Superintending Engineer (Planning) shall be the co-ordinator upto NIT stage.

2.4.4 The co-ordination during the actual execution of the work shall be done by the concerned Superintending Engineer (Civil). As soon as a project is started, the Executive Engineer (Civil) shall obtain a copy of the working diagram from the Electrical Engineer showing clearly the positions and sizes of the holes or chases which should be left to accommodate their fittings. Similar action will be taken by the Executive Engineer (Civil) himself in respect of sanitary and water supply installations on the basis of approved technical drawings. The Executive Engineer (Civil) should see, that all the holes and chases are left in the proper places while masonry work is in progress. Joint inspections should be arranged with the Executive Engineer-in-charge of Electric installations to ensure that no mistakes are made in the position and also to arrange for modifications, if any, that may be considered advisable.

2.4.5 Any change from the provisions of the drawing that becomes necessary during the execution due to any practical difficulty etc., will be brought to the notice of the Sr. Architect and his approval obtained.

2.4.6 In all cases, where the Central PWD has to depend upon the local Municipal authorities for the provision of external services, viz. roads, drains, water supply mains, sewerage, electric mains, there should be proper co-ordination between the Central PWD Officers concerned with the project and Municipal and other authorities. To avoid any infringement of building and Health Bye-laws of local Municipal Committee/ Corporation, the building plans should be prepared keeping in view provisions and requirements of these Bye-laws. The Executive Engineer will furnish the services plans to Senior Architect. The Senior Architect will, then, submit the complete plans to such Local bodies for their approval prior to commencement of the work. On commencement of work the local bodies should also be moved simultaneously for provision of ancillary services. Provision for such external services, wherever required to be provided for by the Department should invariably be made in the main project estimate.

2.4.7 When the building work has sufficiently advanced and is nearing completion, Horticultural Wing should be informed by the Executive Engineer for taking action with regard to their portion of work, wherever required.

Urgent and Emergent Works

2.5.1 In case of 'urgency' or 'emergency' the works may be executed in absence of any or all the above mentioned formalities. For 'urgent works' the authority to commence them in anticipation of administrative approval and expenditure sanction shall vest in the Ministry of Urban Development and in anticipation of technical sanction to the estimate with the Chief Engineers. For 'Emergent works' the Chief Engineers shall have full authority to undertake such works in anticipation of Administrative Approval and Expenditure Sanction etc. On receipt of such written order of the competent authority in each case, the Executive

Engineer/Assistant Engineer may proceed to carry out the necessary work, subject to the condition, that, he immediately informs the Accounts Officer concerned, that he is incurring unauthorised liability, stating therein the approximate amount of liability which he is likely to incur. The Executive Engineer/Assistant Engineer should pursue his action to obtain the administrative approval and expenditure sanction and to accord technical sanction to regularise the action taken by him in incurring the unauthorised liability, as early as possible.

2.5.2 The incurring of an unauthorised liability should be resorted to in exceptional cases after the required sanction/authority is issued by the Ministry/Chief Engineers as the case may be.

2.5.3 The powers of executing work of emergent nature are given in Appendix - 1.

Administrative Approval

2.6 The formal acceptance by the requisitioning authority of the proposal contained in the Preliminary Estimate submitted by CPWD is termed as Administrative Approval.

2.7 The preliminary estimate framed for submission to the requisitioning authority should be signed by the authority competent to accord technical sanction to the detailed estimate for the work and should be forwarded to the Administrative Ministry/Department. The administrative approval will be communicated to the concerned unit of Central PWD and a copy endorsed to the respective Accounts Officer. One copy of the estimate should be returned, duly countersigned, to the concerned CPWD Unit.

2.8 Except in respect of works for which Demands are administered by the Ministry of Urban Development i.e. in respect of Heads "2059 Public Works", "2216 Housing", "4059 Capital Outlay on Public Works", and other functional heads, "4216 Capital Outlay on Housing", the administrative Ministry/Department shall endorse the estimate along with a copy of such estimates and plans to the Ministry of Urban Development.

Road Projects

2.9 The Central PWD has also been entrusted with the construction, development and maintenance of some portion of National Highways and other roads.

2.10 The Department of Surface Transport (Roads Wing) has laid down the following procedure for obtaining technical approval and financial sanction to the road works controlled by them.

(a) Before according technical sanction, for works in category (i) above, technical approval and financial sanction of the Government of India, in the Department of Surface Transport (Roads Wing) is necessary for works costing more than Rs.25,00,000/-,.

For works falling in category (ii) above, both technical approval and financial sanctions can be accorded locally upto Rupees three crores, provided the budget provision exists in the budget of Ministry of Home Affairs.

For works falling in category (iii) above, Administrative approval and financial sanction is to be invariably accorded by the Ministry of Transport,

Department of Surface Transport (Roads Wing) irrespective of the value of the work. Technical sanction upto Rupees three crores can however be accorded locally.

(b) Technical approval and financial sanction to original works on roads other than National Highways, costing less than Rs.5,000/- and not forming part of a project (the estimate for which will require the technical approval and financial sanction of the Central Government) may, however, be accorded by the DGW/Chief Engineers, Central P.W.D.

(c) The technical approval and financial sanction of the Government of India to original works will be obtained on the basis of detailed estimate prepared by the Central PWD.

(d) No detailed estimates are ordinarily required for maintenance and repairs expenditure as formal technical approval and financial sanction for maintenance and repairs during a financial year is given by the Department of Surface Transport (Roads Wing) on the basis of abstract estimates in Form No.CERI/AR-47 submitted by the Central PWD. The demands estimates are based on standard maintenance costs suitably weighted to allow for current increases in the price of labour and materials. Account is also to be taken of the general scale of maintenance approved for National Highways if any under the jurisdiction of the Central PWD and actual expenditure incurred on the roads in the past. The demand estimated from each CPWD circle are to be grouped as one estimate and technically approved as such.

(e) The provision for special repairs included in the abstract estimates referred to in (d) above should be based on past experience of requirements and should not ordinarily exceed 10% of the provision for road maintenance in the CPWD circles concerned as a whole and the entries in the abstracts under this head should be accompanied by a report indicating in sufficient detail the nature of special repairs contemplated. If, however, additional allotments are required for special repairs necessitated by serious floods, damages or by other conditions not provided for "Under Special Repairs" in the abstract maintenance estimates on the basis of past experience or if additional allotments are required for repairs to newly constructed roads or roads previously maintained at a lower standard than is now necessitated by traffic requirements, detailed estimates should be submitted for approval by the Government of India, Department of Surface Transport (Roads Wing), except for Minor Works costing Rs.10,000/-or less in which case the demand need only be accompanied by a statement indicating the necessity of the works and the reasons why it could not be foreseen.

(f) On receipt of technical approval and financial sanction to works, the competent authority in the CPWD will accord technical sanction upto the amount of financial sanction and inform the Audit Officer.

(g) Copies of technical approval and financial Sanction to works on National Highways, works on roads other than National Highways financed from the Central Budget and works financed from the Central Road Fund (Ordinary and Special Reserves and allocations) will be endorsed to the Audit officer by the competent authority. The Audit Officer is authorised to admit expenditure in excess of the sanctioned amount up to 15% of the sanctioned is less unless the scheme or project has been substantially altered. If the excess is more than the

permissible limit, it will be necessary to obtain the revised technical approval and financial sanction of the competent authority.

2.11 A Group of works which forms one project shall be considered as one work for obtaining administrative approval and expenditure sanction. Technical sanction can, however, be accorded to components or small part of a project in such cases by the officer competent to sanction the highest value component.

2.12 DGW/ADG/Chief Engineer, CPWD shall have powers to accord administrative approval and expenditure sanction for construction of houses for CPWD project staff for major projects (i.e works costing more than 1 lac) as well as CPWD maintenance staff as given in Appendix-1 of financial powers.

Approval to work of additions and alterations

2.13 No authority with the exception indicated in para 2.14 below is empowered to accord administrative approval to an estimate for additions and alterations to a residential building, if the expenditure contemplated would result in increase of the capital cost of the building to a figure beyond which the authority in question is not entitled to accord the administrative approval in case of a new residence. Para 4.32 deals with procedure regarding additions and alterations in residential buildings.

2.14 The DGW/Chief Engineers and Superintending Engineers in Central PWD may accord administrative approval to estimates for minor works and alterations and additions to the existing Govt. owned residential buildings as indicated in the Appendix 1 irrespective of the capital cost of the buildings subject to the conditions that-

(i) The powers herein delegated will not apply to residential units occupied by Ministers/Members of the Parliament.

(ii) The prescribed scales of amenities shall not be exceeded.

(iii) The prescribed specification of the amenities shall not be exceeded.

(iv) Amenities as above asked for shall be provided subject to the recovery of additional licence fee calculated at 9% of the estimated cost of the additions and alterations or on the basis of the increased living area (if living area is affected) multiplied by the pooled unit rate, whichever of the two is higher, from the date of completion of work till the next revision of licence fees of Govt. residences.

(v) The exercise of these powers will be subject to the condition that the additions and alterations to be sanctioned would be of the usual type and that all cases where there are no precedents and also such cases where there are likely to be repercussions should be referred to the Ministry of Urban Development.

Chief Engineers while exercising powers will certify about the availability of funds in the Budget.

2.15 The Officer of CPWD may authorise additions and alterations to non-residential buildings as indicated in Appendix 1 .

Excess over administrative approval

2.16.1Material deviations from original proposal should not be made without the sanction of the authority which accorded the administrative approval to the

work, even though the cost of the same may be covered by savings on other items.

2.16.2Excess upto 10% of the amount of the administrative approval may be authorised by Officers of the CPWD, upto their respective powers of technical sanction. In case it exceeds this limit, a revised administrative approval must be obtained from the authority competent to approve the cost as so enhanced. No revised administrative approval is however, necessary if the excess is covered by the requisite expenditure sanction.

Expenditure Sanction

2.17.1After the administrative approval is received from the administrative Ministry/Department, expenditure sanction is to be accorded to indicate that funds for the project have been provided and liability can be incurred.

2.17.2Expenditure sanction, is required to be issued by the Ministry/Department/Administrator/Head of Department as the case may be, under their delegated powers and in the other cases, with the concurrence of IFA (Integrated Financial Adviser).

2.18 An order of appropriation or re-appropriation of funds shall operate as sanction to incur expenditure on minor works and it shall not be necessary to issue any formal order conveying sanction to incur expenditure in such cases.

Powers of expenditure sanction

2.19.1The DGW/ADG/Chief Engineers, CPWD have the power to accord expenditure sanction to work projects as given in the Appendix 1.

2.19.2In cases of Major works sponsored by authorities other than the Ministry of Urban Development i.e. under the Head 2059 PW, 2216 Housing, 4059 Capital Outlay on Public Works, 4216 Capital Outlay on Housing, the Administrative Approvals, when received will be subjected to scrutiny in the Ministry of Urban Development by their Financial Adviser and Director General (Works) to see that the standards of accommodation provided therein are according to the norms already approved by the Government for the purpose. They will then issue the expenditure sanction, if the total cost of the scheme is not estimated to cost more than Rs.2 crores. For schemes costing more than Rs.2 crores prior concurrence of the Ministry of Finance would be required.

2.19.3Ministries/Department of the Central Govt. may issue expenditure sanctions in respect of Major Works costing upto Rs.5 lacs without consulting the Ministry of Finance.

2.20 In the case of works under the Administrative control of National Capital Territory of Delhi, necessary expenditure sanction will be issued by the Lt. Governor, Delhi after obtaining concurrence of the Delhi State Division, of the Ministry of Finance, where necessary.

Excess over Expenditure Sanction

2.21 The expenditure sanction can be exceeded by 10% beyond which revised Expenditure Sanction shall be necessary which should be applied for as soon as such excess is foreseen.

Technical Sanction

2.22 After receipt of administrative approval and expenditure sanction, detailed estimates are required to be prepared for technical sanction. As its name indicates, it amounts to no more than a guarantee that the proposals are structurally sound and that the estimates are accurately calculated and based on adequate data.

2.23 Before an estimate is technically sanctioned, the following shall be available.

(i) Detailed architectural drawings and specifications

(ii) Structural drawings for foundations

(iii) Structural drawings of superstructure atleast upto slab at level 2

(iv) Detailed drawings of internal and external services.

2.23.1Before according technical sanction to detailed estimates, the authority competent to accord such sanction shall ensure that the design and specification etc., of the building are rich enough to provide the desired life to it. In the 'Design and Scope' column of the estimate, it shall be specifically mentioned that, 'Under normal use and maintenance, the building is expected to have an economic life of ..... years.'

For various types of buildings, the economic life shall be taken as below:

(i) Monumental structures 100 years

(ii) RCC framed structures 75 years

(iii) Load bearing structures 55 years

(iv) Semi permanent structures 30 years

2.24 The technical sanction should be given by the competent authority before a work is taken in hand. In case of revised estimates, it is not necessary to wait for the revised administrative approval or the revised expenditure sanction to accord revised technical sanction.

2.25 The powers of officers of the Central PWD for technical sanction are given in

Appendix 1. These amounts are exclusive of departmental charges. The powers to accord technical sanction to revised estimates shall be the same as for the original estimates.

Deviation in Technical Sanction

2.26 The Technical sanction can be exceeded by 10% beyond which revised 'technical sanction' shall be necessary.

2.27 Similarly, if subsequent to the grant of technical sanction, material structural alterations are contemplated, the orders of the authority, which sanctioned the estimate technically, should be obtained, even though no additional expenditure may be involved due to such alterations.

Technical Sanction to Components

2.28 As already stated in paragraph 2.11 above, technical sanction may be accorded to components or smaller part of a project subject to the following conditions:-

(i) For each such work or component part, there must be a fully prepared detailed estimate and in the expenditure sanction as a whole there must be a clear and specific amount corresponding to the work or component part in question.

(ii) In exceptional cases, where the works are authorised to be taken in hand before accord of expenditure sanction, technical sanction to the components or small parts of the project should be accorded by an authority competent to accord sanction to the detailed estimate for the project as a whole.

(iii) Splitting up of works in smaller components or in phases for the purpose of technical sanction or invitation of tenders shall be permitted by the authority competent to accord Technical Sanction to the estimate for the project as a whole.

Completion of Works

2.29 On completion of the work, the administrative Department/Ministry should be informed of the same and formal handing over arranged in writing. Reasonable advance intimation of completion of the work should be given to the concerned Department to enable them to make arrangements for taking over.

2.30.1Completion plans of the project including services plans and details should be prepared and submitted along with the completion report showing the expenditure incurred on the project.

2.30.2The completion Report in Form CPWA 45/44, as the case may be, should be prepared from the Works Registers indicating the expenditure incurred till the date of completion and passing the excess if any, as it may be within the competence of CPWD Officers. It will be sent to the Audit Officer/Accounts Officer concerned who will pass it on duly audited to the Superintending Engineer concerned.

2.31 The Executive Engineer in charge of the Building work should maintain a register called "Consolidated Register of Works" so as to exhibit the total cost of the project including all components viz., building, water supply, sanitary installation, electric installations, etc. For this purpose, the Divisional units concerned will, on completion of their portion of the work, intimate, the audited figures of expenditure to the building Division through a completion report and get the excess, if any passed. The overall responsibility for obtaining the revised administrative approval and expenditure sanction for the project as a whole, wherever required, will rest with the Executive Engineer (Civil).Separate working estimates may, however, continue to be prepared and operated upon as hitherto and it will not be necessary to pass on transactions through suspense heads of accounts. Only a record of completion cost of the project will be kept on a separate page in the building Division. This will be separate from the main posting in the register of works.

Appropriations and re-appropriations

2.32 Appropriation means assignment, to meet specified expenditure of funds, included in a primary unit of appropriation. Re-appropriation means the transfer of funds from one unit of appropriation to another under such unit. It is a fundamental principle that no outlay on a work shall be incurred without funds having been allotted for it by appropriation or re-appropriation. In exceptional cases, where expenditure is authorised in anticipation of the allotment of funds

or in excess of the funds allotted for the purpose, the authorisation must be followed by a formal allotment of funds to the extent required.

2.33.1Allotment of funds is intended to cover all the charges including the liabilities of past years to be paid during the year or to be adjusted in the accounts of it. It is operative until the close of the financial year. Any unspent balance lapses and is not available for utilisation in the following year, but Government will ordinarily endeavour to include any anticipated lapse in the demand for the following year. The financial year closes on 31st March and after that date all cash and stock transactions are treated as pertaining to the following year.

2.33.2However, the Transfer Entry Book and the stock accounts should be kept open for transfer entries relating to rectification of errors and settlement of outstanding. These accounts should be closed on the 20th May or on such other date, as may be prescribed by the Accountant General.

Note 1 If any adjustments in accounts have been purposely deferred till the close of the accounts of the year, it is permissible to effect them after 31st March in the same way as adjustments in rectification of error noticed after that date.

Note 2 Accounts of transaction with other Governments, Railways, Posts and Telegraphs and Defence must be settled completely and communicated to the Accountant General by the 12th April, at the latest.

2.34 An appropriation or re-appropriation can be authorised at any time before, but not after the expiry of financial year.

2.35 The procedure relating to the preparation of demand for grants and re-appropriation of funds, distribution of funds and budget matters generally is laid down by the Budget Division of Ministry of Finance in their divisional budget circular.

2.36 The demands for new capital (Construction) works/works in progress chargeable to the major head "4059 Capital Outlay on Public Works" and functional heads and Major Head "4216 Capital Outlay on Housing" will be forwarded by the DG (W) /CE to Ministry of Urban Development by 31st October every year. These should be confined to those works only which have received expenditure sanction wherever such sanction is required.

2.37 For Major/Minor works and Maintenance and Repairs chargeable to the Major head "2059 Public Works" and Minor Works and Maintenance and Repairs chargeable to the Major Head "2216 Housing" the demand should be in lump sum only under different minor heads, the data as desired by Ministry of Urban Development justifying the total demands put forward for each of sub head being furnished in the supplementary statements to be appended to the schedule.

Powers for appropriation and re-appropriation

2.38 The powers to appropriate and re-appropriate funds to meet the expenditure on public works are vested in the DGW/Chief Engineer.

SECTION 3

Deposit Works

3.1 The term 'Deposit works' is applied to works of Constructions or repairs, the cost of which is not met out of Government funds, but being financed from Non-Government sources, which may either be deposited in cash or otherwise placed at the disposal of the Divisional Officer. Works executed for Municipalities and other Public bodies fall under this category, when the cost is chargeable either to cash deposits made for the purpose or to their credit balances at Treasuries. Such funds may be provided wholly or partly from:-

(a) Funds of public nature, but not included in the financial estimates and accounts of the Union of India.

(b) Contributions from the public.

3.2.1 Where a work is to be carried out partly from funds provided in the estimates of the Department and partly from funds of the foregoing nature, the contribution should be considered as a lump sum in addition to the Government grant.

3.2.2 The work should be executed in accordance with the procedures laid down for the Central works. However, the norms regarding plinth areas and specifications of the client department may be adopted even if such norms are at variance with CPWD norms. In such cases the client should be informed about government norms.

3.3 The Central PWD should decline to undertake as deposit work the maintenance of buildings which were not originally constructed by CPWD. It should also decline to undertake maintenance of mechanical / electrical equipment, which were not originally procured and installed by CPWD. Maintenance works of such buildings may be undertaken if it is in the interest of Government e.g. when the body or Institution is financed so largely from Government grants that defects in construction or maintenance might lead to demand for further financial assistance or where the buildings concerned are Government buildings, which if and when vacated by the body or Institution occupying the same could be used for Government purposes or leased at a profit.

Powers to Undertake Deposit Works

3.4.1 The Officers of the Central P.W.D. have been empowered to undertake deposit works as per powers delegated. (Appendix 1).

3.4.1.1 It is essential that an estimate should be sent to the client department fully ascertaining all necessary site details, technical feasibility, topographical details, ownership of land etc., before acceptance of any deposit by the Executive Engineer. In case any preliminary work like soil testing, site survey/contour etc., are to be done, a small estimate can be sent to client and deposits received. Otherwise no deposit should be accepted without completing the necessary formalities and obtaining written approval of the Chief Engineer concerned.

3.4.2 Chief Engineers in CPWD are fully authorised to accept/undertake deposit works irrespective of the monetary value of Food Corporation of India and Indian Council of Agricultural Research.

Realization of Contribution for Deposit Works

3.5.1 Whenever a deposit work is to be carried out, the contribution should be realised before any liability is incurred on account of the work. However, in cases where the Ministry is satisfied that money will be forthcoming, when required, it may authorise the recovery from the contributor by suitable instalments on fixed dates. 1% of the anticipated project cost should be realised before preparation of Preliminary Estimates. In addition to the amount payable by contributors, departmental charges and also pensionary charges (as per CPWA Code) at such percentages, as are prescribed by the Government of India from time to time is also to be recovered in advance. No interest will be allowed on sums deposited as private contributions for works as per orders on the subject.

3.5.2 In cases of deposit works of autonomous bodies financed entirely from Government funds and whose receipt of money is assured 33-1/3% of the estimated cost of the work may be got deposited as advance. Thereafter, the expenditure incurred may be got reimbursed through monthly bills simultaneously with rendering of monthly accounts on the progress of work. The deposit of 33-1/3% obtained as the first instalment should be retained for adjustment against the last portion of the estimated expenditure.

3.5.3 Where delays are experienced in obtaining funds and where expenditure has to be incurred out of the 33-1/3% reserve to keep the works going, the matter should be brought to the notice of Superintending Engineer/Chief Engineer promptly for taking up the matter with client Department. It is reiterated that no expenditure is to be incurred on Deposit Works out of CPWD Grants and Vice-versa.

3.5.4 To enable client Department to provide additional funds in time, revised estimates should be submitted by the CPWD, at the appropriate stages during the execution of works wherever required.

3.5.5 With regard to Deposit works involving autonomous bodies/departments who have earlier defaulted in payments and where outstanding amount exceeds Rs. Ten lacs or where outlay is predominantly on purchase of capital equipment, the entire deposit including DC should be obtained in advance.

3.5.6 It should be ensured that in no case deposits received from one department are diverted to works of other department, nor moneys received in respect of one deposit work diverted to other deposit works.

3.6.1 The contributors or the authority on whose behalf the work is to be done is also to be made to understand clearly that the Central PWD does not bind itself to complete the work within the amount of estimate and that the authority depositing or administering the funds agree to finance the excess that may occur. An acknowledgement of this clear understanding is required to be obtained from the party concerned before the work is taken in hand.

3.6.2 It should be ensured that the expenditure is not more than the deposits received for the work. Where the Executive Engineers are doubtful about the timely receipt of the deposits, matter should be taken with the client Department by giving notice that if further deposit is not received, work will be stopped. Efforts should also be made by higher officers, if need be.

3.6.3 While submitting preliminary estimates for deposit works for obtaining administrative approval and expenditure sanction, a copy of the terms and conditions under which the works would be taken up by CPWD as given in Appendix 50 should also be enclosed with the Preliminary Estimate.

Execution of Deposit works

3.7.1 With regard to design, estimate and execution of work, instructions as contained in para 190 of the CPWD Code should be followed. The scope of work should not be altered without written permission of the client.

3.7.2.1 Executive Engineers are required to send to Accounts Officer the Statement of Expenditure in (CPWA 65 A) along with Schedule of Deposit Works (CPWA 65) showing the progress of expenditure on deposit work setting forth the amount of the estimate, the total deposit received and the progressive expenditure for transmission to the depositor concerned. An advance copy of the statement should be invariably forwarded to the client department by the Executive Engineer directly.

3.7.2.2 Such statement should be sent by the various Executive Engineers regularly to enable the adjustment of outstanding amounts in the books of the depositors and to avoid difficulty in reconciliation of accounts, relating to the deposit works after passage of time.

3.7.3 Divisional Officers should send a quarterly report to the Client Organisations showing amount deposited and the expenditure incurred against different works endorsing a copy of the statement to the Director/Officer-in-charge concerned to enable him to pursue the matter with the Accounts Officer for settlement.

3.7.4 It is necessary that in respect of deposit works, the Department should settle their accounts against the deposits expenditure expeditiously so that the amount in the book of audit as well as Govt./Department /Agencies does not remain unaccounted for a considerable period.

SECTION 4

Preparation of Estimates

Preliminary Estimate

4.1 Preliminary estimate is required to be prepared on the basis of plinth area or length of road etc. worked out on the rate per unit area, length or other such method adopted for ready and rough calculation, so as to give an approximate idea of the cost involved in the proposal.

4.2 For preparation of preliminary estimate, the requisite data should be collected from sponsoring Departments and Executive Engineers concerned by the Co-ordinator in the questionnaire placed at Appendix-2. Where required, sub-soil investigations and tests to determine the safe bearing capacity may be conducted.

4.3 The Co-ordinator shall consult representatives of all other disciplines for incorporating their requirements in the proposal.

4.4 Provision for services like sanitary, water supply, drainage and electric installations etc., should be made on the basis of plinth area rates.

Plinth areas for Residential Buildings

4.5.1 The plinth area scales indicated in the Appendix 3 should be followed for all construction works in the General Pool houses as well as houses for other Ministries/Departments where such norms are applicable.

4.5.2 Normally, no deviation from the prescribed scales should be made but in case it is desired that any deviation is to be made, this can be done only in semi-urban and rural areas where only single storey construction is involved and proposal for such deviation should be sent to the Ministry of Urban Development for specific clearance.

4.6 While forwarding the estimate, proforma given in para 4.12 should be followed.

4.7.1 While forwarding estimates to Ministry of Urban Development in case of proposals under their administrative control, it should specifically be mentioned in the forwarding letter, in addition to the information referred to above, whether the expenditure involved can be met:-

(i) From within the sanctioned grant.

(ii) From the specific budget allotment during the current financial year.

(iii) By re-appropriation of funds and if so, source of re-appropriation should be indicated.

4.7.2 While forwarding the preliminary estimate to the client department for accord of administrative approval and expenditure sanction, an indication shall be given in the history sheet that the cost projected in the preliminary estimate is liable to revision due to probable escalation in cost of construction apart from reasons such as change in scope, area, design and specifications etc. desired by the client at a later date.

Detailed Estimate

4.8 The preparation of detailed estimate and drawings and designs should be taken up after the Co-ordinator obtains an assurance from the Department/Ministry sponsoring the proposal, that the site is available.

4.9 As soon as Administrative Approval and Expenditure Sanction for work is received, Senior Architect, will be informed for furnishing detailed drawings. The Superintending Engineer (Planning)/ Executive Engineer (Planning)/Executive Engineer will examine the abstract of cost of the preliminary estimate and intimate to the authority, competent to sanction the estimate of the highest value component of the preliminary estimate, to sanction estimates for all the component parts included in the project/preliminary estimate. It shall be ensured that total planning i.e. preparation of detailed estimate, designs and tender documents etc. of all the sub-heads in the project/ preliminary estimate shall be done by that authority, irrespective of the value of each sub-head. He will also indicate the authority responsible for preparation of detailed estimate, designs and tender documents for Electrical, Air-conditioning Acoustics and Horticultural parts etc. to see that planning in respect of these components is also done without any loss of time.

4.10 The detailed estimate shall consist of a report (Form PWD I Appendix-4) plans, specifications and a detailed statement of measurements (PWD-2 Appendix-5) quantities and rates (PWD 3 Appendix-6) etc. with an abstract showing the total estimated cost of each item. In the case of a project consisting of several works, the report may be a single document for all the works and like-

wise the specifications, but details of measurements and abstracts of costs may conveniently be prepared for each work, supplemented by a general abstract bringing the whole together.

4.11 The estimates for projects, should be comprehensive, supported by complete details and based on drawings and calculations of design, where necessary. In order to ensure this, they should be prepared under the following heads:-

(i) Buildings, including internal service installations for example water (filtered and unfiltered) supply, sanitary, electrical, Air-conditioning and furniture.

(ii) Main road outside the boundary wall of the buildings under construction, as may be considered necessary for the layout.

(iii) Boundary walls or fences, gateways, roads and paths, grassing shrubbery, and trees connected with garden layout.

(iv) Electrical power connected with mains or service connections outside the boundary of the compounds.

(v) Irrigation supply in connection with channels, pipes or canals outside the boundary of the compound.

(vi) (a) Water Supply, (b) Storm Water Drains, (c) Sewerage.

(vii) Special services such as acoustics, public address system, stage lighting, fire fighting services etc.

(viii) Special tools and plant (Machinery and equipment) i.e. those required not for general purposes but for a specific work, which may be necessary during construction.

(ix) Stock and suspense account, where it may be necessary to open up in connection with the project.

(x) Miscellaneous works such as levelling, dismantling of old buildings and other items which do not fall under the above heads.

(xi) Departmental charges when necessary.

(xii) Land acquisition.

4.12 Reports on estimates should be prepared in a lucid form understandable by non-technical officers of the administrative Ministry/Department. It should be comprehensive enough under each sub-head as mentioned below.

(i) History:- Particular relating to the initiation of and reasons leading up-to the proposal and its general purposes including reference to previous correspondence, documents and specifications, where necessary.

(ii) Design:- A description of the original proposals and those finally adopted particularly with regard to location, sitting and design, also with reference to specifications, calculations and drawings, where necessary.

(iii) Scope:- An explicit statement as to what work is and is not covered by the estimate, also a reference to what arrangements are being made for any portions which are not included in the estimates.

(iv) Rates:- Particulars as to how the rates have been arrived at giving references to the standard schedule of rates and also to the details

accompanying the estimates, where necessary, with any special explanation connected therewith.

(v) Cost:- Cost of the work and a comparison with the amount originally provided under any previous administrative sanction or detailed estimates in case of revision.

(vi) Method:- The method proposed for carrying out the work whether by lump-sum contract, item rate, or percentage rate, tender, petty contract or daily labour or any combination of these.

(vii) Establishment:- Details of any provision made in the estimate for work-charged establishment, when necessary.

(viii) Construction Plant:- Any special methods of construction to be adopted with reference to specifications, etc. and details of the arrangements that have been made for necessary construction Plant tools etc.

(ix) Land:- Arrangements for acquisition of land, when necessary.

(x) Time:- Estimated time of completion from the date of receipt of A/A & E/S.

4.13 Full reference should be given in respect of the plans accompanying the estimates in support of the details submitted therein.

4.14 Any other points of importance which demand knowledge of local conditions must be incorporated.

4.15 The abstract of the detailed estimates should be framed to show merely the quantity and cost of each completed item of work e.g. brick work or it may be framed to show the cost of labour and materials separately. The adoption of either form of abstract should be determined with reference to the mode in which it is proposed to carry out the work.

Schedule of Rates

4.16 To facilitate the preparation of estimates, as also to serve as a guide in settling rates in connection with contract agreements, a schedule of rates for each kind of work commonly executed should be maintained in the Division and Department up-to-date. It should be prepared on the basis of the rates prevailing in each station and necessary analysis of the rates for each description of work and for the varying conditions thereof should, so far as practicable, be recorded.

4.17 The Schedule of Rates for different areas shall be issued under the authority of DG(W) for Delhi/ADGs for their respective Regions except Delhi. These shall be revised at least once in 2 years. The rates entered in the estimates should generally agree with the scheduled rates, but where due to any reason, the latter are not available, market rates may be considered. No cost index shall be added over the scheduled rates for the purpose of detailed estimate.

Provision for contingencies

4.18 In addition to the provision for all expenditure which can be foreseen for a work, a provision of contingency shall be as follows:

(a) Estimated cost upto Rs. 1 crore 5%

(b) Estimated cost more than Rs. 1 crore 3% subject to the minimum of Rs. 5 lacs

This provision is also intended to cover the cost of work-charged establishment for which no provision should be made separately except in the case of annual maintenance estimate, where provision is made for such establishment under a separate sub-head of the estimate.

The amount provided for contingencies shall be utilised as per directions of the officers of the rank of Superintending Engineer and above.

4.19 The detailed estimate should invariably contain the following information:-

(i) Necessary details in support of the lump-sum provision against cost of civil construction works made in the estimate.

(ii) Basis on which the rates have been provided i.e. name of the schedule of rates of the locality adopted project schedule of rate etc.

(iii) A brief note on the special construction difficulties, if any, that are likely to be encountered during the project construction stage.

4.20 No estimate should be technically sanctioned unless the proforma at Appendix - 7 is submitted along with the estimate to enable the competent authority to see that the detailed estimate prepared takes into account all aspects of planning and that no point has escaped notice.

Recasting of Estimate

4.21 After an estimate has been technically sanctioned, it may be decided to make a change in the method originally contemplated for execution of the work. In such a case, the original abstract should be recast in accordance with the instruction laid down in para 4.15 above.

4.22 The details of cost and quantities already approved by competent authority should be re-arranged and the revised abstract should be approved by the Division Officer and thereafter treated as the sanctioned abstract of the estimate for all accounts purposes.

Supplementary Estimate

4.23 Any development of a project thought necessary, while a work is in progress, which is not fairly contingent on the proper execution of the work as first sanctioned, must be covered by a supplementary estimate, accompanied by a full report of the circumstances, which render it necessary. The abstract must show the amount of the original estimate and the total of the sanction required including the supplementary amount.

Revised Estimate

4.24 When an excess over the sanctioned estimate is foreseen and there is likely to be unavoidable delay in the preparation of a revised estimate an immediate report of the circumstances should be made to the authority, whose sanction will ultimately be required. When a revised estimate is submitted, it must be accompanied by a statement in Form PWD 4 (Appendix 8) comparing it with the latest existing sanction of the competent authority and by a report showing the progress made up-to-date.

Remunerative and Non-Remunerative Works

4.25 In respect of Government Development works on Government owned land in New Delhi, the expenditure on works required for the provision of Municipal Services will be allocated as under:-

(a) Such works expenditure will be classified as either remunerative or unremunerative.

(b) Remunerative works will include:-

(i) Electrical works other than street lighting.

(ii) Filtered water supply works.

(iii) One half the cost of sewerage installation works.

(c) Un-remunerative works will include:-

(i) Street lighting.

(ii) Roads and grassing.

(iii) Storm water drains.

(iv) One half the cost of sewerage installation works.

(d) Government will pay for un-remunerative works as defined above and the remunerative works will be a charge on the New Delhi Municipal Committee.

4.26 All expenditure on Government "Development" works, whether remunerative or un-remunerative, which will be executed by the Central PWD will be charged in the first instance against the department budget heads. The amounts which will be recoverable from the Municipal Corporation of Delhi/New Delhi Municipal Committee under the above principles of allocation, will be separately recovered, if possible, during the same financial year in order to avoid inflation in the accounts.

4.27 The share of the expenditure which is debitable to Government should be accounted for under the Minor Head "Grants-in-aid etc." subordinate to Major Head 2059 Public Works or 2216 Housing and the expenditure which is ultimately recoverable from the Municipal Corporation of Delhi/New Delhi Municipal Committee should be accounted for under Minor Head "Suspense" of the same Major Head.

4.28 The allocation should be shown on each estimate of the work according to the allotment of funds made by the administrative Ministry/Department. In case of works of Government Development activities in New Delhi allocation of the share of Municipal Expenditure chargeable to "Suspense" and "Grants-in-aid" should be shown to permit separate provision being included in the budget, on this account and adjustments being regulated accordingly.

Additions and alterations estimates

4.29 No additions and alteration should be carried out without the concurrence of the Chief Architect/the Senior Architect in writing. While submitting estimates containing the proposals for additions and alterations, the fact that the concurrence of the Chief Architect or Sr. Architect has been obtained should be stated explicitly. This will, however, not include addition/alteration to the electrical fittings, fixtures, power points etc. executed at the request of the occupants.

4.30 No work of addition/alteration which involves structural changes in the residential buildings shall be carried out. The works of addition/alteration shall be classified into three distinct categories and the allottees shall be required to pay 10%, 20% or 100% of the cost of the works depending upon the nature of the work. These works shall also be subject to the annual limits according to the type of the residence. The list of works pertaining to the civil and electrical items, which may be carried out on the allottee paying the specified percentage of the cost of work and the annual limits for different type of residences are given in Appendix-51.

These instructions shall not apply in respect of general pool accommodation allotted to Ministers/ Members of Parliament and ineligible categories of persons such as artists, freedom fighters etc. and residences allotted to Members of Parliament from the Lok Sabha/Rajya Sabha pool.

4.31 Additional licence fee is to be charged in cases where additions/alterations, involve increase in covered area only. In cases where additional amenities i.e. provision of wash basin or sink etc. are only involved, no additional licence fee is to be charged. The Superintending Engineer/Executive Engineer/ Assistant Engineer while according permission shall simultaneously indicate the additional licence fee to be charged and also the date from which to be charged under information to Estate Office.

4.32 While submitting estimates for additions and alterations to various residential buildings owned by the Government, capital cost thereof should invariably be furnished in the forwarding letter along with the following information:

(i) Complete justification for each item of additions and alterations, desired by the requisitioning authority with comment on the necessity or otherwise thereof.

(ii) It should be specifically indicated whether such work has already been carried out in any other residence of the same type and if so agreed by the Ministry. Reference in such cases should be quoted.

(iii) Whether acceptance of the proposal is likely to have repercussions.

(iv) In the case of residence of M.Ps it should be clearly stated whether the proposal has the approval of the Housing Committee.

(v) Whether the proposed additions and alterations will result in increases of the prescribed scale of that item. The existing number or area, sanctioned scale for similar type or house and maximum or minimum number or the area of requirement provided else-where should also be supplied.

(vi) If the additions and alterations result in increase of the plinth area, what will be the additional licence fee. In such cases, pay of the Officer occupying the house and the pooled standard licence fee of the house may be indicated.

4.33 In addition, the information as referred to in para 4.2 above should also be furnished while forwarding the estimate to indicate availability of funds to finance the proposal.

4.34 Where a portion of the house/premises is required to be demolished, the estimate should provide for the cost of dismantling. Credit for the value of dismantled materials should be given to the estimate and report of the estimate

should contain proposals for utilising the useful materials obtained from the dismantled material and for disposal of unserviceable items.

4.34.1The DG(W) is empowered to approve estimates involving changing of the existing cables and augmentation of service connection capacity for enhanced load in residences in respect of the following categories upto Rs.1 lacs.

(a) Ministers,

(b) Judges of Supreme court/High Court,

(c) Members of Parliament,

(d) Secretaries/Addl.Secretaries & equivalent officers.

No power is delegated to officers below the rank of DG(W). The cases of above, the financial limit of Rs.1 lac shall be sent to the Ministry for sanction. All estimates shall be scrutinized in the office of the DG(W). This power shall apply where the category wise maximum load is as under:-

(a) Ministers 30KW

(b) Judges, MPs and senior Officers of the rank of Addl.Secretary & above. (i) 15 KW for D-1/C-II/C-I (ii) 25 KW for Type VII & VIII bungalows.

The cost of changing the cable in such cases shall be borne by the CPWD and the expenditure to be incurred shall not be counted towards the prescribed ceiling.

Petty works

4.35 In case of new petty works, which do not come under ordinary repairs, a requisition for the same in Form CPWA. 32 is required to be furnished by local head of the Department asking for execution of the same subject to their competence. In case of works of other classes the Officer of the Central PWD proposing the work should fill in the form.

4.36 The Divisional Officer or an Assistant Engineer or Junior Engineer empowered by him to act in such cases will record on the requisition, thus received, his opinion as to what work should be done and give on the face of the requisition a rough estimate in lump sum or otherwise of the probable cost of each item of the work asked for.

Estimates for Road Works

4.37 Projects for the construction of new roads must be accompanied by the following documents:-

(i) Report, including a brief note on the proposed gradients.

(ii) Abstract estimate of cost.

(iii) Index map.

(iv) A detailed survey and longitudinal section and cross section at suitable intervals, which should show not only the existing ground levels, but also proposed formation levels.

(v) Quarry charts showing the various quarries from where road metal is proposed to be obtained.

(vi) Drawings of all masonry, concrete, iron or timber works in the order in which they occur in the line of the road.

(vii) Detailed estimates sheets.

4.38 Estimate for new lines of road should include the cost of all dwellings and inspection houses intended to be built along it for accommodation of subordinates and others.

4.39 Necessary provision should also be made for shifting of pipe line, drainage and electric poles and cables, telephone lines, if any coming in the way of new alignment.

Estimates for furniture

4.40.1Estimates for interior decoration, furniture and furnishing shall be prepared based on client requirements.

4.40.2The cost of furniture in cases of CPWD offices will be chargeable to the contingent grant of the office of Chief Engineers and Superintending Engineers, Divisional and Sub-Divisional Offices as the case may be.

Note: The maintenance of numerical account of office furniture is entrusted to the Superintendents and Head Clerks of the Circle and Divisional Offices. The annual physical verification should be conducted by an AEE/AE and correct certificate should be recorded by the Officer.

4.41 The supply of and repairs to furniture for any of the Government Inspection Bungalows in charge of the Central PWD, Hotels and Hostels managed by Government of India and for such portion of the Civil Airport Terminal Buildings as is intended for public use, will be carried out by the Central PWD. The first supply of such furniture should be charged to the estimate of the building for which the same is required and subsequent repairs and renewals should be treated as repairs to the buildings in question.

4.42 The furniture in the Parliament House, Rashtrapati Bhawan, MPs flats, specified and entitled officers bungalows and residences at Delhi and Guest House at Stations outside Delhi will be provided and maintained by the Central PWD.

4.43 All expenditure on table fans, refrigerators, coolers and furniture etc. stocked by the CPWD for supply to non-residential buildings, MP's Hostels, Circuit Houses, etc. not let out as regular residential accommodation should be debited to the minor head "Furnishings" under the "Major Head 2059 PW "and to "2216 Housing" in respect of residences.

Purchase of buildings

4.44 In case of purchases of built up accommodation to house the offices of Government of India/UT Admn. wherever authorised by the Ministry, separate estimates are required to be prepared after a survey and valuation report of the Executive Engineer is submitted to the Ministry/Administrator and concurrence thereto obtained from Ministry of Finance.

4.45 The maintenance of such buildings will be carried out on the same plinth area rates/ percentages basis as laid down in case of other Government buildings as referred to above.

Repairs to leased and requisitioned properties

4.46 The Government takes on rent/lease or by requisition some buildings if and when considered necessary, for residential and office accommodation. The repair estimate for these buildings should be prepared on the same plinth area rates/percentages basis as outlined above.

4.47 While submitting estimates for repairs or additions and alterations to such buildings, following information should invariably be furnished in the report of the estimate.

(i) Whether or not the building in question is a leased or requisitioned one.

(ii) In case the building is a leased or requisitioned one the following further information should be furnished:

(a) Whether the proposed repairs or additions and alterations are due to Structural defects or not.

(b) Whether or not the land lord was approached and he has consented to Carrying out of the repairs or additions and alterations in question.

(c) If the land lord had not consented to the proposed repairs etc. how the Government is interested in carrying out the proposed work.

(d) Whether the proposed work is inescapable or otherwise and cost of Additions and alterations may be carried out at Government expenses.

(e) What expenditure will be incurred for restoration of the building to its original condition.

4.48 In case of additions and alterations, in such cases if any portion of the building is to be demolished necessary credit for the dismantled materials should be afforded to in the estimate, as done in case of Government Buildings.

4.49 If the land lord refuses to meet the cost of repairs or additions and/or alterations, if any required, non recurring expenditure and recurring expenditure as per powers in Appendix-1 may be incurred by the DGW/CE and expenditure in excess thereto with the approval of the M.O. Urban Development subject to the condition that at the time the building is released, the Government will have the right to remove such installations or material/articles as added to the building/premises.

Hiring of Accommodation

4.50.1For hiring of all private accommodation required by any Civil Department of the Central Government at Delhi, the Executive Engineer (Licence Fee), CPWD, is the Chairman of the hiring committee, the other members being the concerned Assistant Director of Estates and Assistant Director (Finance), Ministry of UAE. The requisitioning Department shall, in the first instance, apply for a no objection certificate from the Directorate of Estate. On receipt of NOC, the requisitioning department shall apply for fair rent certificate to EE(LF). The EE(LF) shall in turn issue the fair rent certificate. The agreement for hiring accommodation and payment of rent etc. are to be borne directly by the requisitioning department.

4.50.2For cities like Calcutta, Mumbai, Chennai and Nagpur, similar hiring committees exist and same procedure is followed.

4.50.3For places where there is a Superintending Engineer (Civil) posted at the station, the rent assessment shall be done by a hiring committee headed by the Superintending Engineer, with the local Assistant Estate Manager of the Directorate of Estate and an Executive Engineer (Civil) co-opted by the Superintending Engineer as members and certificate of reasonable rent shall accordingly be issued by the Superintending Engineer.

4.50.4In case there is no officer of the Directorate of Estate at the station, the Executive Engineer/Assistant Engineer doing the estate function shall be co-opted as a member. In case, there is no such estate function involved, the Superintending Engineer shall co-opt an Executive Engineer or Assistant Engineer as the second member.

4.50.5In case there is more than one Superintending Engineer (Civil) at the station, the concerned Chief Engineer shall nominate one of the Superintending Engineers to head the committee.

4.50.6For all other areas, the rent assessment shall be done by the concerned Executive Engineer (Civil) under whose jurisdiction the building proposed to be hired stands. He may, however, seek assistance of an Assistant Engineer/Junior Engineer (Civil), if needed.

The procedure for calculating rent is given in Annexure - I.

4.51 In cases where the rent is to be paid by the Central PWD due to branch of Estates Directorate being not there, the payment will be made against specific estimates to be prepared for the purpose.

4.52 In case, where the Administrative Departments using such premises hire the houses themselves and request CPWD for issue of certificates as referred to above, they may be charged fees at the rates as are charged by the State Government for the purpose.

Powers for hiring accommodation

4.53 The financial powers of hiring accommodation for Civil Departments of Government of India as delegated to the Central PWD officers are given in Appendix 1.

4.55 Executive Engineers and Superintending Engineers are competent to rent private accommodation for storage purposes, provided the expenditure is within the provision of the sanctioned estimate.

Annexure - I

(Refer Para 4.50.6)

Sub: (1) Assessment/Re-assessment of fair rent relating to private buildings taken on lease by the Central Government Departments.

(2) Authority to issue rent reasonableness certificate.

(1) The reasonable rent shall be assessed according to the following two alternate methods:

(i) On the basis of recognised principles of valuation.

(ii) Rent based on prevailing market rate.

(2) The assessment of rent according to recognised principles of valuation shall be done in accordance with the method prescribed as hereunder:

(i) Workout the reproduction cost of the building as on the date of hiring based on the ruling cost of building construction in the locality.

(ii) Workout the depreciated value of the building assuming a straight line variation of depreciation depending on the age of the building. The date of construction of the building shall be ascertained and depreciation allowed up to the date of assessment taking into account the anticipated total life of the building and keeping in view the specifications adopted for its construction, otherwise the anticipated future life expectancy of the property shall be estimated to work out the overall life expectancy of the building. In working out the depreciation, the residual value of the property shall be taken as 6 percent as is being followed at present.

(iii) Workout land area appurtenant to the building taking into account the local bye-laws. In case no bye-laws exist in the locality, comparison shall be made with the general practice in the locality.

(iv) The cost of the land shall be worked out on the basis of prevailing market rates for comparable land in the locality. Value of the land appurtenant to the building and that for the surplus land shall be worked out separately. The figure representing cost of land shall be ascertained very carefully either from local Revenue Authority or from State Government Agencies. Also, surplus land which does not enhance the utility of the property, e.g. land behind the building, which does not have any access for parking or any other utilization, shall not be considered while assessing the rent of the property. This fact shall be indicated while giving the Rent Reasonableness Certificate.

(v) The cost of the appurtenant land shall be added to the depreciated value of the building to find out the net value of the property for the purpose of working out the return thereon.

(vi) The annual rate of return on the net value of the property referred to in para (v) above, shall be adopted as follows:

(a) In case of metropolitan cities/town, 10% for non-residential use of property and 9% in case of residential use.

(b) In case of other mofussil towns, the above figures shall be taken as 9% and 8% respectively for non-residential and residential use of the property.

(vii) For the surplus land within compound of the property which has the facility of access for parking of which can be utilized for other purposes and if the same is proposed to be taken over along with the building, the percentage rate of return on the said surplus land shall be taken as 9% in case of metropolitan cities/towns and 8% in case of Mofussil towns, both for non-residential and residential use of the property.

(viii) The net annual return on the building and land shall be workout by addition of the return as worked out in para (vi) and (vii) above.

(ix) The following factors shall further be added to the figure as arrived at in para (viii) above:

(a) Municipal taxes as per actual. If actual figures are not available, municipal taxes shall be assessed based on the ratable value of the property in accordance with the relevant local/municipal bye-laws.

(b) Maintenance and repairs at the rate of 12% of the return on the building including the appurtenant land as arrived at in para (vi) above. If any statutory provision exists in the area binding the landlord to defray certain minimum expenses on maintenance and repairs, the same shall be duly accounted for.

(c) Provision for sinking fund, to be ascertained by reference to standard sinking fund tables or alternatively to be calculated as per standard formula given below:

$$\text{Sinking fund co-efficient } (K) = \frac{0.06}{(1+0.06)^n - 1}$$

Where n = residual life of the building in years

Annual provision for sinking fund = 0.94 x (K) x (D)

Where K = Sinking fund co-efficient as above

D = Depreciated value of the building referred to in para 3 (iii).

(3) In case where the buildings proposed to be hired are built-up space/properties, acquired by private persons, in which cost of purchase includes the cost of the land and thus represents the correct capital cost of the properties, the rent according to the recognized principles of valuation shall be worked out in the following manner:

(i) Wherever information is available regarding acquisition and purchase price of any ready-built property by a Govt. Deptt. or Public Sector Undertaking/Body, in the vicinity of the leased private buildings during the period of assessment/re-assessment of rent, the same may be considered for working out the capital cost of the property (building and land) on the date of assessment, after ensuring that the building under assessment is really similar to the acquired property, not only in terms of specifications but also in terms of FAR achieved, as the proportion of the cost of land will depend upon the FAR achieved, making suitable adjustment for minor differences, if any. Capital cost so worked out shall be subject to depreciation as specified in para 3(ii) above to arrive at the net value of the property. Fair rent shall accordingly be worked out by applying the rate of return as laid down in para 3(vi) above and taking into account the relevant factors as laid down in para 3(ix) (a) to (c) above.

(ii) Where information referred to in (i) above is not available, the usual methods as laid down in para (3) above shall be followed to workout the fair rent according to recognized principles of valuation.

(4) The market rate of rent prevalent in the area shall be ascertained by making inquiries on the rent being paid for properties taken on lease by other government or semi-government organizations like public sector undertakings, public sector banks etc. having similar or near similar accommodation in a comparable locality. The data preferably based on documents taking into account the conditions in the particular lease deed for such premises shall also be kept on record as far as possible. The properties shall be compared on the basis of various parameters like locality, area/size, specifications, amenities, accessibility, open space, surroundings, nearness to railhead etc. to make sure that the conditions of hiring area similar and it shall also be ensured that the factors for which land lord is responsible, like maintenance and repairs and municipal taxes in such cases area on an even keel.

(5) After working out the rents according to the two alternate methods as above, the reasonable rent shall be intimated to the hiring department as under:

(i) If the rent worked out according to the market rate is lower, only market rent shall be intimated as reasonable rent.

(ii) In case the rent according to market rate happens to be higher than the one worked out according to the recognized principles of valuation, both the figures shall be intimated, leaving the final decision to the hiring department.

(6) Re-assessment of rent of the existing leased building shall be treated as fresh assessment and shall be done according to the same method as discussed in the preceding paras. The necessity of re-assessment and their periodicity as well as other attendant conditions shall, however, be governed by the orders issued separately by the Directorate of Estates from time to time.

(7) Cases already finalized on the basis of earlier orders shall not be reopened.

(8) Authority competent to issue the certificate of reasonableness of rent shall be as follows:

(i) Delhi: The rent assessment shall be done by a hiring committee, headed by EE (LF), office of CE (NDZ) I, CPWD, Nirman Bhawan, with an Assistant Director of Estate from Directorate of Estate and AFA (E), Finance Division, Ministry of Urban Development, Nirman Bhawan as members and certificate of reasonable rent shall accordingly be issued by EE (LF).

(ii) Places where there is a Superintending Engineer (Civil) posted at the station:- The rent assessment shall be done by a hiring committee headed by the Superintending Engineer, with the local Asstt. Estate Manager of the Directorate of Estate and an Executive Engineer (Civil) co-opted by the Superintending Engineer as members and certificate of reasonable rent shall accordingly be issued by the Superintending Engineer.

In case there is no officer of the Directorate of Estate at the station, the Executive Engineer/Asstt. Engineer doing the estate function shall be co-opted as a member. In case, there is no such estate function involved, the

Superintending Engineer shall co-opt an Executive Engineer or Asstt. Engineer as the second member.

In case there is more than one Superintending Engineer (Civil) at the station, the concerned Chief Engineer shall nominate one of the Superintending Engineers to head the committee.

(iii) All other areas: The rent assessment shall be done by the concerned Executive Engineer (Civil) under whose jurisdiction the building proposed to be hired stands. He may, however, seek assistance of an Asstt. Engineer/Jr. Engineer (Civil), if needed.

SECTION 6

Miscellaneous

Expenditure on Survey Work

6.1 Where survey of site and/or digging of trial pits or the work of load bearing capacity and sub-soil observations are required to be undertaken before proceeding with the main project, the expenditure on these items should form part of the main project. In case, however, the project is abandoned as a result of these trials and examinations, the expenditure incurred on survey works etc. should be treated on the same line as for abandoned works.

Expenditure on Exhibitions

6.2 In cases of exhibitions held anywhere, the Director General (Works)/Chief Engineer is empowered to incur expenditure upto a limit given in Appendix-1 in each case in connection with participation of the Central P.W.D. in it.

Expenditure on Inauguration

6.3 In case of foundation stone laying or opening ceremonies of Government Projects, the expenditure should be restricted to items like foundation stone, erection and hire of Pandals, lighting arrangements, light refreshments such as tea, coffee or cold drinks and other incidental items. The Director General (Works)/Chief Engineers are empowered to sanction such expenditure upto a limit given in appendix-1 on each occasion. This expenditure shall be met from the contingent grant of the Establishments concerned, as the case may be.

Register of Buildings

6.4.1 Every Division should maintain a Register of Buildings upto date. The Executive Engineer should certify to that effect at the end of every financial year after ensuring that necessary additions in the cost and in structures are made upto date. This certificate should be furnished by him to the Superintending Engineer every year in the month of July.

6.4.2 The Superintending Engineer, during his inspection of the Divisional Office, should examine this register to verify that it is being posted and maintained upto date.

Safety of Buildings/Structures

6.5 All buildings/structures are required to be inspected once a year by the Assistant Engineer-in-charge to ensure that the building/structure is not unsafe for use. In case of electrical and other installations, the Assistant Engineer (Electrical) should inspect the same and record a certificate to that effect. The Junior Engineers are also required to inspect such buildings/structures twice a year and record certificates to that effect.

6.6 In case of any deficiency found in the building/structure necessary report should be made to higher authorities and immediate steps taken to get the same inspected by the Executive Engineer and further action taken to remedy the defects. The Divisional Officers will also inspect important buildings/structures once a year. He shall bring to the notice of his Superintending Engineer, cases where he has reasons to doubt the structural soundness of any building/structure and the latter will take such action as he considers necessary.

6.7 In case of any deficiency found in the important buildings like Prime Minister's House, Cabinet Ministers' House, Vice-President's House and houses of other V.I.Ps, report about unsafe condition of the house should always be sent to the Chief Engineer, who will route it through the Ministry to the Department/Ministry concerned, if required, with his recommendations and proposal for repairs, if any for disposal of the building.

6.8 In case it is decided to demolish such unsafe building, it should be disposed of without land by auction under the powers vested in competent authorities as indicated in Appendix 1.

Disposal of Govt. Buildings

6.9.1 No Government buildings, built or purchased, should be disposed of by sale or demolition unless it has previously been ascertained that it is not required by any Department of the Government and/or it is in dangerous condition and/or beyond economic repairs or it is necessary to vacate the site on which it stands for constructing a more important Government building or structure.

6.9.2 The powers for sale or dismantlement of public buildings are given in Appendix 1.

6.9.3 Ministry of External Affairs shall have the powers to sanction sale and dismantlement of Public Buildings abroad, the book value of which does not exceed rupees one crore.

6.10 When a building is proposed to be dismantled, a survey report should be prepared and submitted for approval of the authority competent to sanction sale or dismantlement of the building. Where the approval of the Government of India to the proposal of demolition of the building is necessary and such approval in principle has been obtained, Director General (Work)/ADG/Chief Engineers are empowered to sanction the survey reports for write off of such buildings.

Fixing Reserve Prices

6.11 After the survey report has been sanctioned, the Director General (Works)/ADG/Chief Engineers will in all cases fix the reserve price on assessed salvage value of the dismantled material only.

6.12 Purely temporary structures erected during the construction of a work may, on the completion of the work or when the purpose for which the same were erected has been served, be sold or dismantled under the sanction of the Executive Engineer who has been entrusted with full powers. If the structure is proposed to be sold without land, the Executive Engineer should fix the reserve price, taking into consideration the life and condition of the structure and other local conditions subject to the minimum as laid down in para 6.11.

Powers for acceptance of tenders for disposal of government buildings

6.13 The buildings should be disposed of by call of competitive tenders after giving wide publicity. The financial powers of the authorities competent to accept the highest tender are given in Appendix 1.

6.14.1In case of emergency, buildings, instead of being disposed of by call of tenders, may be dismantled departmentally with the specific approval of the Director General (Works)/Chief Engineers and useful materials obtained after

dismantlement should be recorded in the Measurement Book and taken on stock. A certificate about disposal of useless materials should invariably be recorded.

6.14.2All cases, in which the write off is not within the competence of the DGW/Chief Engineer and where the building is disposed off in a manner other than by call of tenders, should be reported forthwith to the Government of India in the Ministry.

Consulations with Deptt. of Archaeology

6.15 In case of constructions of any modern structure at or in close proximity to any protected monument, the Senior Architect and Superintending Engineer/Executive Engineer should consult the Department of Archaeology invariably prior to framing the designs for the proposed structure.

6.16 No ancient monuments should be demolished in the set up and construction of new townships, colonies and extensions to the present structures, wherever such monuments exist without consulting Archaeological Department.

6.17 No religious edifice should be destroyed or injured in the execution of works without the full and free consent of the persons/institutions interested in it nor without the concurence of the principal Civil or Political authority on the spot, within whose jurisdiction such edifice stands.

Engaging Consultants

6.18 DG(W) has full powers to engage consultants. DG(W) can also delegate this power to ADGs- Appendix 1.

Chapter II

Work Accounts

SECTION 7

Measurement Books

General

7.1 Expenditure on the construction or maintenance of a work may be divided broadly into two classes viz. (i) Cash (ii) Stock Charges. In addition to the main charges, there are other charges affecting the cost of work. For example there may be charges incurred in other Divisions, Departments or Government, materials received from them or services rendered by them, or there may be cash receipts such as are taken in reduction of expenditure in accordance with the rules. To account for all these charges affecting cost of work, separate accounts are maintained in Sub-Division/Divisional Offices for recording (i) the cost of individual works and (ii) the transactions of individual Contractors/Suppliers. These are known as works accounts. The accounts of manufacture operations and non-government works are maintained in the same manner as for Govt. works (Refer to para 10.1.1 of CPWA code).

7.2 Cash charges of works consist of payments to (i) labourers and members of the work-charged establishment of their wages and (ii) contractors and others for work done or other services rendered. The cost of materials procured specially for work is charged to the accounts of works by transfer credit to the "Material Purchase Settlement Suspense Account" . The payments to suppliers are governed by the same rules as payments to contractors for work done (Refer para 10.2.1 of CPWA code).

7.3 The payments to the work charged staff are made monthly in the same manner as it is made to the regular staff but on a different bill form CPWA 29 and are charged direct to the work on which the labour is actually employed.

7.4 The payments to contractors and others for the work done or other services rendered are made on the basis of measurements recorded in the Measurement Book. Subsidiary instructions regarding maintenance of the measurement books including standard Measurement Books and review of measurement books are given in subsequent paras here under.

Writing of Measurement Book

7.5 The measurement book is the basis of all accounts of quantities whether of works done by Contractors or by Labourers employed departmentally or materials received. It should be so written that the transactions are readily traceable.

7.6 These books should be considered as very important accounts records and maintained very carefully and accurately as these may have to be produced as evidence in a court of law, if and when required.

7.7 All the Measurement Books belonging to a Division, should be numbered serially. A register should be maintained in form CPWA 92 showing the serial number of each book, on receipt, Sub-Division to which it is issued, the date of issue, date of its return to the Divisional Office and date of its record after the required review in the Divisional Office has been completed.

7.8 A similar register should be maintained in the Sub-Divisional Office showing the names of person i.e. Assistant Engineer/Assistant Executive Engineer and Junior Engineer whom the measurement books are issued.

7.9 The Books, no longer to be used in the Sub-Division or with the Junior Engineer should be with drawn promptly even though not completely written up and re-issued.

7.10 The Measurement Books are required to be reviewed by Divisional Accountant under the supervision of Executive Engineer. The Assistant Engineers are required to submit the Measurement Books in use in the Sub-Divisions to the Divisional Office, from time to time, so that at least once a year the entries recorded in each of the Books are subjected to a percentage check. The Divisional Officer should ensure that this annual review is conducted regularly and positively every year.

7.11 When an Assistant Engineer or Junior Engineer in charge of the work or stores is transferred he should hand over the Measurement Books issued to him to his successor and these should be shown as received back from him and re-issued to the relieving Officer. The transfer should also be recorded in the Measurement Book after the last entry in each book under dated signature of the relieving Officer and relieved Officer.

Recording of Measurement

7.12 Each set of measurements to be recorded should commence with entries stating:-

(i) In the case of bills for works done:

(a) Full name of work as given in the agreement/Estimate.

(b) Situation of work.

(c) Name of contractor.

(d) Number and date of agreement.

(e) Date of written order to commence work.

(f) Date of actual completion of work.

(g) Date of recording measurements.

(h) Reference to previous measurements.

(ii) In the case of bills for supply of materials:

(a) Name of supplier.

(b) Number and date of supply order/agreement.

(c) Purpose of supply in one of the following forms as applicable to the case.

(i) Stock (for all supplies for stock purpose).

(ii) "Purchase" for direct issue to the work (full name of the work as given in the estimate may be mentioned).

(iii) "Purchase" for (full name of work as given in estimate) for issue to contractor ..... on..... :

(d) Date of written order to commence the supply.

(e) Date of actual supply; and

(f) Date of recording measurements.

7.13 A suitable abstract should then be prepared which should collect in the case of measurement for works done, the total quantities of each distinct item of work relating to each sanctioned sub-head. The measurement books meant for this purpose contain pages in singleton. Details of quantities, rate and amount of each item for every bill are entered in this Measurement Book in a tabular form.

7.14.1For recording measurements and also for preparing abstract, the agreement item No. both in words as well as in figure should be given neatly, instead of writing the description of the item in full or in abbreviated form which would not be necessary.

7.14.2In case of extra/substituted item of work that is not covered in the agreement, the full nomenclature shall be reproduced in the M.B. and the bill form.

7.14.3The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bills.

7.15 If the measurements are taken in connection with a running contract, a reference to the last set of measurements, if any, should be recorded. If the entire job or contract has been completed, the date of completion should be duly noted in the prescribed place. If the measurements taken are the first set of measurements on a running account, or the first and final measurements, this fact should be suitably noted against the entries in the Measurement Book and in the latter case, the actual date of completion should be noted in the prescribed place.

7.16.1All measurements should be recorded neatly in the Measurement Book. The signature of the contractor or his authorised representative should be obtained in the measurement book for each set of measurements.

7.16.2Clause 6 of Clauses of Contract in General Conditions of Contract 2001 which provides that before taking any measurement of any work, the Engineer-in-Charge or a subordinate deputed by him shall give 3 days notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record objection within a week from the date of measurement, then the measurements recorded in his absence by the Engineer-in-Charge or by the subordinate deputed by him as the case may be shall be deemed to have been accepted by the contractor.

It happens that sometimes when the measurements recorded by the Junior Engineer are not accepted by the contractor, the fact is not brought to the notice of his superior officers i.e. Assistant Engineer/Executive Engineer immediately with the result that prompt action under clause 6 of contract form CPWD 7/8 cannot be taken. The idea of clause 6 is to bind the contractor to file objection, if any, on his side to the measurement recorded by the Departmental Officers within a definite period so as to avoid any disputes later on. It has been decided that in all cases of works executed on contract forms CPWD 7/8, when the contractor fails to attend at the time of measurements or to countersign the measurement books in token of his having accepted the measurements recorded therein, or to record the difference, the Junior Engineer/Assistant Engineer taking the measurements should report this fact within 72 hours to the Assistant Engineer/Executive Engineer, in writing. The latter on receipt of such a report

should take immediate action under clause 6 ibid and inform the contractor, in writing that the measurements as taken by the Junior Engineer/Assistant Engineer are final as per clause 6 of form CPWD 7/8 and no claim whatsoever on this account shall be entertained.

7.17 The measurements shall be recorded in ink. No entry shall be erased or overwritten. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the correction, the correction thus made shall be initialled and dated by officer recording/checking measurements. The person recording the measurements should record a dated certificate "Measured by me" over his full signature in the Measurement Book.

7.18 The pages of the MBs should be machine numbered. Entries should be recorded continuously and no blank page left or torn out. Any pages or space left blank inadvertently should be cancelled by diagonal lines, the cancellation being attested and dated.

7.19 When any measurements are cancelled or disallowed these must be endorsed by the dated initials of the Officer ordering the cancellation or by a reference to his orders, initialled by the Officer who made the measurements, the reasons for cancellation being also recorded.

7.20 On completion of the abstract, the book should be submitted to the Sub-Divisional Officer who after carrying out his test check should enter the word "Check and bill" with his dated initials. The Sub-Divisional Clerk should then check the calculation of quantities in the abstract, and the bill in case of work carried out by contract, and should then place the measurement book and the bill before the Sub-Divisional Officer who, after comparing the two, should sign the bill and the measurement book at the end of the abstract. From the measurement book all quantities should be clearly traceable into the documents on which payments are made. When a bill is prepared for a work or supplies every page containing the detailed measurements must be invariably scored out by a diagonal red ink line. When the payment is made, an endorsement must be made in red ink, on the abstract of measurements, giving a reference to the number and date of the voucher of payment.

7.21 Any corrections to calculations or rates made in the Sub-Divisional or Divisional Office should be made in red ink and brought to notice of the Sub-Divisional Officer or the Divisional Officer, as the case may be and of the person recording the original measurements. In the case of final bills, payment should be deferred until the corrections have been accepted by the person making the measurements. All corrections made by the clerical staff should be in red ink.

7.22 When work which is susceptible of measurement is carried out by daily labour, similar plan should be adopted, the quantities of work done as shown on the Muster Roll being compared with the entries in the Measurement book before payment is authorised.

7.23 Measurement books should be sent only by Registered post or by Special Messenger.

7.24 Measurements should be recorded only by Executive Engineer, Assistant Executive Engineer, Assistant Engineer or Junior Engineer in-charge of the work and to whom the Measurement Book has been issued for this purpose.

7.25 All items of work in a project irrespective of their cost, shall be measured and recorded by the Junior Engineer-in-charge of the work. It is, however, open to the Assistant Engineer/Assistant Executive Engineer to record measurements for any particular item of work himself.

7.26 In case of works of repetitive type detailed measurements of 20% of the total number of units, subject to a minimum of 20 Units, need only be recorded.

7.27 In case of supply of steel, the measurements should be recorded.

(i) On actual weight basis for bars upto 10 mm dia and

(ii) On standard sectional weight basis for bars above 10 mm dia. In the case of latter the measurements should indicate the total number with length of bars in each bundle, total number of bundles, standard weight running meter weight, of each bundle, total weight of all bundles etc. The entry should not be a copy from the invoice issued by the firm. The issues will also be made in the same manner in the two cases.

Test checking of Measurements

7.28 The Assistant Executive Engineer/Assistant Engineer must satisfy himself before passing a bill for payment or before submitting it to the Divisional Officer for payment that the work or supply billed for has actually been carried out/completed in accordance with the terms and conditions of the contract. He should personally inspect all works of any magnitude before authorising final payments in connection therewith.

7.29.1In addition to the above, he is required to check measure the works in his charge as below: For the purpose of test check, "measurements" means the "corresponding monetary value of measurements of work done." This, however, does not apply to "Levels" in which case the test check has got to be based on the number of levels recorded.

7.29.2In case of works at headquarters of the Sub-Division, he should check measure not less than 50% of the value of the measurements recorded by his Junior Engineer before any running/final bill is paid.

7.29.3In case of works outside headquarters of the Sub-Division, the Assistant Executive Engineer/Assistant Engineer should check measure upto 50% of the value of work done and before preparing final bills or before making payment of alternate running/final bills.

7.29.4While test checking the work, the Assistant Engineer (Electrical)/Assistant Executive Engineer (Electrical) should test check 100% of all items of at least one unit, taken at random, besides test checking isolated and individual items in other units to bring the total extent of check measurement to the desired limit of 50% of value of work done.

7.30 In the case of works, outside the headquarters of the Sub-Division, costing upto the limit as per Appendix-1, check measurements by the AEE/AE need not be insisted upon. He will, however, have to accept general responsibility for the correctness of the bill as a whole.

7.31.1The EE should test check 10% of the measurements recorded by his subordinates at least every alternate bill for works at his headquarter and at least every third bill for works outside his headquarter. In respect of final payment of works, depending upon the limits prescribed in Appendix-1 for works

at and outside the headquarters of the Division, the EE may, in his discretion, authorise payment without any test check by him. He will, however, have to accept general responsibility for the correctness of the bill as a whole.

7.31.2Test check of the Executive Engineers shall also include at least 10% test check of the measurements of RCC items so as to ensure structural safety of building.

7.32.1In the case of receipt of steel the EE shall test check 10% of the total consignment received, in a month. Any consignment test checked by EE should be checked by him 100%. Permitted variation between the quantities as per suppliers bills and as received and accounted for in stock account, is 0.5% in the steel bars upto and including 12 mm dia and 1% in the case of steel bars of higher dia.

7.32.2If in any consignment the variation on lower side exceeds the aforesaid limits, 100% check of the measurements by Executive Engineer shall be carried out and detailed investigation into the reasons for the shortage recorded.

7.33 In case of road work when consolidated tenders have been called :

(i) The stacks shall be uniformly distributed along the road. The collection of stone metal shall be completed for the entire work or for complete length of 1 km or as directed by the Engineer-in-Charge and measured before the work of laying and consolidation is taken up in hand.

(ii) The AE must check 50% and the Executive Engineer 10% of the supply of materials in each length of 1 km before the work of laying is started.

7.34 The individual items checked should be clearly shown in the Measurement book and the result recorded by the officer concerned. The items thus checked should be attested by the dated initials of the checking Officer.

7.35 A collective record of all the check carried out from time to time will be prepared in each measurement book in the following tabular form :-

(i) Date of check.

(ii) Page recording measurements subject to test check.

(iii) Value of measurements checked.

(iv) Result of the check exercised.

(v) Dated initials and designation of the checking officer.

The result will be indicated by the word "Satisfactory" or "Unsatisfactory" as judged at the time on merits of each case.

Recording measurements for Earth levelling work

7.36 In case of levelling operations and earthwork, measurements are required to be recorded in level books in addition to Measurement Books. The level books should be numbered accounted for and handled like Measurement Books.

7.37 Before starting the earth work, the following steps should be taken:-

(i) Original ground levels should be recorded in the level book in the presence of the contractor,

(ii) A suitable baseline should be fixed with permanent masonry pillars @ 150 metres to provide a permanent reference line,

(iii) Circuit should be closed by taking final levels of the starting point or any other point, the R.L. of which was previously determined,

(iv) Plans showing initial levels, location of bench marks and reduced levels, should be prepared and signed by both the parties and attached to the agreement. Work should be done according to the Specification.

7.38 The Assistant Executive Engineer/Assistant Engineer should exercise test check at least to the extent of 50% and the Executive Engineer at least to extent of 10% where the value of this item of work exceed the limit given in Appendix-1. The test check of the levels should be carried out independently by each officer and readings should be recorded in the prescribed level book in the red ink against the old levels which should be neatly scored out wherever necessary. If the test checking carried out reveals serious mistakes in the original levels, these should be taken or retaken and rechecked. The test check by an Officer should be as representative as possible for the entire work done.

7.39 On completion of work, the levels should again be recorded in the level book and the contractor's signatures obtained. These levels should also be test checked by the AE/AEE/EE to the same extent as indicated above within one month of the date of completion of the earth work and according to the procedure as laid down in the case of initial levels as indicated above. The formation levels as per final execution of the work should be compared with the proposed formation levels and work got rectified within permissible tolerance.

7.40 Every fourth running bill and the final bill should be paid on the basis of levels.

7.41 Intermediate payments can, however, be made on the basis of borrow pit measurements. The Executive Engineers should take care that the quantities thus assessed are not in any case more than the actual work done.

7.42 In case of large scale levelling works involving both cutting and filling, an accurate site plan should be prepared before the work is commenced. The portions requiring cutting and filling shall then be divided into squares and corresponding squares into filling, which are complementary to the squares in cutting given the same number. A table may be written upon the plan showing leads involved between the various complementary squares. This would form a lead chart for the work to be done. Before the work of levelling is commenced, the lead chart shall be checked by a responsible officer of the department not below the rank of an AE/AEE in presence of the contractor or his authorised representative and his signatures shall be obtained on the same. This should form an integral part of the contract and should be duly signed by both the integral parties before commencement of the work. The quantity payable for earthwork shall be lower of the quantity derived from cutting or filling. The payment for lead shall be based on lead chart prepared in the aforesaid manner.

7.43.1In case of earth to be imported, the area from where the earth is to be imported, should be carefully predetermined before the start of the work and wherever feasible, average lead should be worked out and stipulated in the tender. After this is determined, initial levels of this area should be recorded along with the initial levels of the area to be filled. The levels should be properly checked during the progress of work and on completion, measurements of earth work should be recorded in both places to determine correctly the earth excavated and carted. Payment for the earth work shall be made on the basis of

the lesser of the quantity in filling or cutting. Distances between the two places should be measured correctly which should also be test checked.

7.43.2In respect of import of sweet earth required for horticulture operations, the quantity of good earth required is vary small and there is no single source from where the agriculture soil is readily available. Also, good earth is lifted by contractors for different works from the same source and as such it is not possible to take levels of the area from where the earth is imported. However, Provision of 7.43.1 will not apply in respect of Horticulture works. The payments in such cases will be made on the basis of levels of the area where earth is to be filled.

7.44 Similar procedure as in para 7.43.1 should be followed while recording measurements of disposal of earth.

7.45 In case of small works, borrow pit measurements and stack measurements of earth may be recorded indicating clearly the place of borrowing or disposal, as the case may be so that the distances can be verified.

Review of Measurement Books

7.46 All the Measurement Books in use in a Division should be collected once in the month of September each year for review by the Divisional Accountant in the following respects:-

(i) To compare the books in use with part I of the register of measurement books maintained in CPWA form 92 and to note necessary corrections in the register.

(ii) To see that no original sheet is torn out of a book nor any entry erased or disfigured and that the corrections made therein are initialled.

(iii) To see that pencil entries are not inked over.

(iv) To test check the accuracy of calculations and to ensure that the instructions regarding writing of measurement books, recording of measurements and their test check are being followed properly.

7.47 On receipt of the Measurement Books in the Divisional Office, the Executive Engineer should indicate in column 2 of the "Review Notes" in each measurement book as referred to in para 7.48 below as to which of the calculations are test checked by the Divisional Accountant. The extent of this check will be determined by the Executive Engineer having regard to the result of the last review and should cover complete set of measurements. Payments based on the entries reviewed should be traced into various accounts and verified. Similarly, supplies or issue of materials should be traced into the various accounts, and contractor's ledger etc. and verified.

7.48 The defects, discrepancies, etc. noticed should be communicated to the AEE/AE concerned and summarised in the following form in the measurement book, which has been test audited:

Review Notes by Divisional Accountant

7.49 The Measurement Book completed and returned for record during the year should also be similarly examined prior to their final record in the Divisional Office.

Loss of Measurement Books

7.50 When a measurement book is lost, an FIR should be lodged with the police. An immediate report of the facts of the case together with an explanation of all parties concerned responsible for the loss should also be made promptly to the Chief Engineer, who is empowered to sanction the write off of the lost Measurement Books. Such losses for write off should be reported in the proforma as at Appendix 9. It is also necessary that the measurements in the lost M.B should be re-constructed at the earliest.

SECTION 8

Standard Measurement Books

Purpose

8.1 The standard measurement books are maintained to record the measurements of permanent standing in a building and are required to be brought upto date from year to year on the basis of additions etc. to be made to the building during a year. These are used for preparing the repairs estimates and contractors' bills for such repairs so as to avoid taking detailed measurement on each occasion.

8.2 The Standard Measurement Books shall be prepared after the completion of the work by the construction Division which has executed the work. The preparation of these books will ordinarily be undertaken in accordance with the programme for each sub-Division or such other suitable unit as may be fixed by the Divisional Officer. All drawings, Standard Measurement Books etc. should be properly documented before handing over the building.

8.3 All the Standard Measurement Books should be on CPWA form 23-A and should contain pages in singleton. They should be numbered in an alphabetical series so as to be readily distinguishable from those assigned to ordinary Measurement Books.

8.4 These will be accounted for in the same manner as ordinary Measurement Books in a register in Form No CPWA 92 (part II).

8.5 A similar register will be maintained in each Sub-Division showing the books belonging to it and reviewed as done in case of the ordinary measurement books.

Writing of Standard Measurement Books

8.6 These Measurement Books should be written legibly in ink and certified as correct by Executive Engineer. These should be maintained very carefully and accurately as they may have to be produced as evidence in a Court of Law.

8.7 The Standard Measurement Books should either be written by the (AE/AEE) himself or a Junior Engineer under his orders. Each set of measurements taken by the Junior Engineer should, however be fully checked by the Assistant Engineer/Assistant Executive Engineer after which it should be examined by the Executive Engineer and declared in writing in the book itself as finally approved by him for the purposes of preparing annual repair estimates and contractors' bills for the work done. Until this is done the book will not be assigned a number and will not be entered in the register of Standard Measurement Books.

8.8 The Standard Measurement Books will be brought upto date under the supervision of AE/AEE with reference to the building or work concerned within one month of closing of the accounts of the estimate therefor. All such corrections will be attested by the AEE/AE and approved by the Executive Engineer.

Check by Superior Officers

8.9 The Executive Engineers are also required to exercise a check over the completion of Standard Measurement Books from time to time by personally examining each book at least once a year. To this end, the programme of work should ordinarily be as follows:-

(a) As soon after the close of the official year as possible, the AEE/AE concerned will arrange for a personal examination of these books with a view to satisfying himself that they have been brought up-to date with reference to the additions, alterations or special repairs carried out in the building or works during the preceding year and ensuring their submission on such dates as may be fixed for the purpose for the inspection of the Divisional Officer.

(b) On receipt in the Divisional Office, the books will be compared with the register of Standard Measurement Books in order to ensure that all books have been submitted for inspection. These will then be subjected to such scrutiny as the Divisional Officer may direct. A comparison of these books with the accounts of expenditure and the record of connected measurements relating to estimates for additions/alterations or special repairs to building and works in the Division should however from form a feature of the check to be applied.

8.10 A record of the results of the scrutiny referred to above should invariably be retained and produced, if required, during the inspection of Superintending Engineer/Audit/Accounts Officer.

Submission of Certificates

8.11 A report should be made to the Superintending Engineer, so as to reach him not later than the 31st July of each year with copy endorsed to the concerned Accounts Officer certifying in clear terms:-

(i) That all the standard measurement books of the Division have been inspected by the Executive Engineer.

(ii) That the entries made therein have not been tampered with.

(iii) That all corrections due to additions or alterations to the building or work concerned have been carried out, and.

(iv) That the books are reliable with upto date records.

8.12 When a payment is based on Standard Measurements, the following certificate should invariably be recorded on the bill, in his own handwriting, by the AE/AEE, preparing, examining or verifying it :

"Certified that the whole of the work billed for herein has been actually done and that no portion thereof has been previously billed for in any shape."

SECTION 9

Preparation, Examination and/or Verification and Passing Bills for Payments

Preparation of Bills

9.1 The contractor is required to prepare the bill, in one of the forms prescribed, as applicable in each case, for the work done by him and submit the same to the Sub- Divisional Officer.

9.2 Before the bill of a Contractor/Supplier is passed, the entries in the Measurement Book relating to the description and quantities of work/supplies should be scrutinised by the Assistant Engineer/Assistant Executive Engineer and calculations of "Contents or Area" should be checked arithmetically under his supervision. The bill should then be checked, passed and paid in the office of the Executive Engineer from the measurement book entries.

9.3 Full rates, as per agreement/supply order should be allowed only if the quality of work done or supplies made conforms to the specification of that standard and under the agreement it is permissible to make a final payment, if the contract is determined, or an on account payment, if the contract is to run, on a part rate as considered reasonable should be allowed with due regard to the work remaining to be done and general terms of the agreement, after getting the part rate statement approved from the bill passing authority.

9.4 In case of supplies, the payment is not permissible until the stores have been received, examined and accepted. In case payment has been permitted on production of despatch documents etc. the payment should be treated as advance against the final settlement on receipt, examination and acceptance of the stores.

9.5 If the contract is for a completed item of work and the contractor is required to obtain materials of any description from Government, necessary recoveries on account of the cost of the materials supplied to him from Government stores should be effected from each bill at the recovery rates fixed for the purpose.

Forms of Bill for payment and vouchers

9.6 The authorised forms of bills to be used for payment of contractors/ suppliers and their utility are described below :-

(a) First and Final bill form should be used for making payments both to contractors for work and to suppliers, when a single payment is made for a job or contract i.e. on its completion. A single form may be used for making payments to several payees, if they relate to the same work/section of work or to the same head of account in the case of suppliers and re-billed for at the same time.

(b) Running Account Bill, form 26- This form is used for all running and final payments to contractors and suppliers (other than those relating to lump sum contracts for which forms 27A and 27B are prescribed), including cases where advance payments are proposed to be made or are already outstanding in respect of the same work against the contractor. In case where secured advances are to be made or already outstanding in respect of the same work against the contractor, Account of Secured Advances, Form 26A should be attached to the bill.

(c) Hand receipt form 28: This is simple form of voucher intended to be used for all miscellaneous payments and advances for which none of the special forms mentioned above is suitable.

This form is not to be used for refund of lapsed deposits for which forms TR 62 is to be used.

Authorities to pass the bills

9.7 The statement summarising the authorities empowered to prepare, examine or verify and pass the bills after observing the required test check and other formalities are given in Appendix 10.

Payment for work done

9.8 Payment for work done or supplies made on running account should be made periodically on submission of the bill by the contractor/supplier.

SECTION 10

Documentations of Accounts

Bills Register

10.1 The payments made in the Divisional Offices are made on receipt of the bills from various Sub-Divisions. A Consolidated record of all the bills received from the Sub-Divisions in respect of works/supplies should be maintained in one register known as Register of Bills in the Divisional Office in the form given at Appendix-11. The bills should be entered in the register strictly in order of receipt i.e. the bills received first should be entered before the bills received afterwards. The payment of the bills should also be made strictly in order of their receipt. In no case a bill received afterwards should be given priority over the bills which have been received before except under written orders of Divisional Officer. The Divisional Accountant should ensure that the register is properly maintained and kept up-to-date in the Accounts Branch. The register should be submitted to the Executive Engineer every week for his perusal and he will record in the register, cases in which these instructions have not been followed.

10.2 The bills of work charged establishment, muster rolls and establishment bills should not be entered in this register.

10.3 A similar register, as mentioned above, should also be maintained in each Sub-Division in respect of payments to be made by the Assistant Engineer/Assistant Executive Engineer. This register should be kept by the Sub-Divisional Clerk in the same way as the register in the Divisional office and put up to the Assistant Engineer/Assistant Executive Engineer every week.

Contractors Ledger

10.4 The accounts relating to contracts/ supplies should be kept in CPWA Form 43 in a bound book known as "Contractors Ledger". A separate folio or set of folios should be reserved for all the transactions with each contractor/supplier, for whom a personal account should be maintained. The register should be properly indexed.

10.5 A personal account should be opened in the ledger for every contractor, whether or not a formal contract has been entered into with him, unless the work or supply entrusted to him is not important and no payment is made to him, except on a First and Final bill, Form 24, on completion. If only materials are issued to the contractor or any payments are made on his behalf, a ledger account must be opened.

10.6 The Contractors' Ledger should be written up and maintained up-to-date.

10.7 The Ledger accounts should be closed and balanced monthly. The closing balance of each personal account should be detailed so as to show in respect of each separate work or account (stock or purchases) the amount outstanding, if any, under each of the three suspense accounts i.e. (i) Advance payments (ii) Secured Advances and (iii) Other transactions.

10.8 The Divisional Accountant is responsible for correctness of entries in the Contractors' Ledger and balances at the closing of the month. All the personal accounts in the Ledger should be examined to see that (i) the balances do not remain outstanding for a long time without justification, and (ii) bills are prepared at reasonable intervals in the case of running accounts.

10.9 A Contractor requiring a copy of his running account bill or extract from the Contractors' ledger should be supplied the same. He should sign in the ledger in token of his acceptance thereof at the time of payment of each running bill/final bill.

Register of works

10.10 The permanent and collective record of the expenditure incurred in the Division, during a year, on each work is the "Register of Works". This record is maintained in the Divisional Office.

10.11 There are two forms of registers of works (CPWA 40 and 41) corresponding respectively to the two forms of works Abstracts (CPWA 33 and 34 used in the Sub-Division) for Major and Minor Works. The detailed form CPWA 40 should be used for Major estimates and the simpler form CPWA 41 for minor estimates. In respect of petty works requisition and Account Form (CPWA 32) which is self-explanatory. But if desired, expenditure on these works may be recorded in Register of Works for Minor Estimates in Form 41.

10.12 Generally in cases of Major Works, the account of expenditure incurred is maintained in detailed Form 40 of the Register of Works. In case Superintending Engineer or other sanctioning authority so desires, the accounts of minor Works may be kept by sub-heads in detailed Form 40. The Superintending Engineer is empowered to dispense with maintenance of accounts in the Register of Works by Sub-heads in respect of any work, if he considers that the circumstances render such accounts useless or impossible to maintain. In such cases, a copy of such orders should also be forwarded to the Accounts Officer.

10.13 The Register of Works are posted monthly from Works Abstracts. Separate folio or set of folios in Form 40 Register should be assigned to each Major estimate. Entries relating to two minor estimates can be made on a single page in form 41 register.

10.14 The Work Abstracts are required to be maintained in Sub-Divisional Office in a single sheet on each work. These should be sent regularly every month to the Divisional Office for compilation of the monthly accounts.

10.15 Before submission of the monthly account, the registers of works should be completed, reviewed by the Executive Engineer and date initialled by him in token of his having examined the entries and found to be correct.

Materials Account

10.16 In the Central PWD Materials are purchased for maintaining stocks for requirements of various works, original and maintenance and mainly fall in two clauses:

(i) These are issued to Contractors for use on the work in respect of completed items of work for which they have quoted, for both labour and materials.

(ii) These are issued direct to works, when the work is done departmentally or by contractors whose agreements are for labour work only.

10.17 In the cases of issue to contractors in respect of complete items, the materials are issued to work, as stipulated in the agreement, at a fixed issue rate as indicates therein. These rates should include storage and other charges,

where these are issued from stock. The materials other than those stipulated in the agreement should not be issued in such cases without the express authority of the Superintending Engineer, who should specify in each case the "Issue Rate" to be charged for the materials inclusive of delivery at the place where these are stored. Para 25.3.2 may also be referred.

10.18 This restriction may however be waived by the AE/AEE in special cases in respect of petty issues (at full issue rates) from the existing stocks not exceeding Rs. 500/- in any month for any one contract.

10.19 In case of all such issues, it should be strictly observed that supply of the materials to contractors does not amount to giving him financial aid indirectly.

10.20 In case of materials issued direct to Works, its detailed account should be kept in Form 35 i.e. Material at Site account. Only principal items of materials i.e. those items the estimated cost of which exceeds Rs. 2000/- each need be detailed in this account. Both quantities and values of such items should be shown except in respect of carriage and incidental charges for which only values should be shown. All the minor items may be lumped together under the heading "petty items" for which only values should be shown.

10.21 Unused balances of materials charged direct to work should be verified at least once a year and a report of verification of the materials should be sent by the AE/AEE in Form 37 to the Executive Engineer.

10.22 In order to control the quantum of the materials both in receipt and issues, a numerical account of the principal item should be maintained. This should be maintained in respect of works costing more than Rs. 20,000/-.

10.23 A simple numerical account may however be maintained for the minor works and departmental repair works at the discretion of the Executive Engineer, if there is an accumulation of materials for a number of Works.

10.24 Where however, the materials are issued to a work done departmentally or through a contract on labour rates only, the material at site Account should be maintained only if the estimated cost of the work is more than Rs.10,000/-.

Cement Registers

10.25 In respect of registers maintained for account of cement at different work sites AE/EEs should check the register/cement stores as indicated in para 26.4.

10.26 In case of works costing above Rs. 20,000/- situated outside their headquarters, they should always inspect the registers and stores during their respective visits and inspection of the works.

Hire charges of Plant and Machinery

10.27 In addition to the materials issued to the Contractors they are allowed use of Plant and Machinery of the Department at fixed hire rates, and when these can be spared without inconvenience to the department. The hire charges of such Plant and Machinery count from the date these are taken out from the Departmental Workshop or a specific place till the date of their return.

10.28 The rates of hire charges are fixed from time to time. The hire charges are for each day of 8 hours (including one hour lunch break) or part thereof.

10.29 The hire charges will include the idle days except for a major break down necessitating its return to the workshop. In case of any dispute decision of the SE shall be final. Para 27.3 be also referred.

10.30 These hire charges will include services of operating staff and maintenance staff as also the materials required for normal maintenance and repairs. Para 27.3 be also referred.

Dismantled materials accounts

10.31 Like the materials received from other sources and departments, without value, the materials obtained from dismantlement of a building or structure wherever not sold by tender or auction, should be recorded in the measurement book for record purpose, without value. On the basis of these measurements, these should be taken in the register of dismantled materials, in form at Appendix-12. After the entries are made in the register, and duly attested by the AE/AEE, those in the measurement book should be crossed by diagonal red ink line with a suitable note that these materials have been entered in the register.

10.32 A separate folio or set of folios should be kept apart for keeping the accounts of dismantled materials pertaining to each work.

10.33 The materials obtained from dismantlement will be used in the works as far as possible and will be shown as issued to works accordingly in the register. The unserviceable materials should be disposed of in the manner indicated in Sec.46.

10.34 The undisposed balances should be physically verified at least once a year and the result of the verification recorded in the "Remarks Column".

10.35 This register (even for "Nil" transactions) should be submitted by the AE/AEE regularly each month along with the monthly accounts for scrutiny in the Divisional Office. In cases where the JEs are stationed at places other than the headquarters of the Sub-Divisions, separate registers should be furnished by them every month to the Sub-Divisional Office for incorporating in the register maintained in the Sub-Division before its submission to the Divisional Office. After the transactions have been checked by the Divisional Accountant, the Register should be laid before the Executive Engineer for monthly review. The fact of such review should be placed on record in all cases preferably in form 96 (memo of review).

10.36 In no case dismantled materials should be collected on the road berms. If for any reason, it is not found possible to comply with these instructions, in any particular case, written approval of the Superintending Engineer and local authority if any should be obtained.

10.37 The "Empties" i.e. empty drums, tins, bags, and other containers should also be included and accounted for in the Register of dismantled materials.

Losses of Government Assets

10.38.1 All losses of assets in cash or properties should be reported to higher authorities and Audit Officer/Accounts Officer as soon as these come to the notice of an Officer and action taken to investigate into it and apportion the responsibility for the lapses and losses. This includes losses due to shortage and damages discovered during physical verification of stores.

10.38.2 With the exception noted below, any loss or shortage of public moneys, departmental revenue or receipts, stamps, stores or other property held by, or on behalf of, Government caused by defalcation or otherwise including losses and shortage noticed as a result of physical verification, shall be immediately reported by the Divisional Officers through their Superintending Engineer to the Chief Engineer concerned. Executive Engineer should simultaneously endorse a copy to Audit. The Chief Engineer of the Zone will forward the same with his recommendations to the DG(W)/ADG for onward transmission to the Ministry of Urban Development. Petty cases need not be reported to the Audit/Ministry.

10.38.3 If the irregularity is detected by the Audit Officer/Accounts Officer in the 1st instance he shall report it immediately to the EE concerned and if he considers necessary to the Ministry as well. The Accounts Officer shall send his report through the Audit Officer concerned.

10.38.4 Cases involving loss of revenue due to (a) mistakes in assessments which are discovered too late to permit of a supplementary claim being made, (b) under assessments which are due to interpretation of the law by the local authority, being over ruled by higher authority after the expiry of the time limit prescribed under the law, and (c) refunds allowed on the ground that the claims were time barred, need not be reported to the Audit Officer and Accounts Officer. A record should, however, be kept of such cases for examination by the Audit Officer and the Accounts Officer at the time of local inspections.

10.38.5 Petty cases need not be reported to the Audit Officer and the Accounts Officer.

10.38.6 The Principal Accounts Officer of the Ministry shall ensure that the cases are properly pursued and investigated by the authorities concerned. In cases of loss or shortage being due to non observance of prescribed procedure remedial action to amend the procedure should be suggested promptly to the appropriate authorities. Cases involving serious irregularities should be brought to the notice of Financial Adviser/Chief Accounting Authority of the Ministry/Department concerned and the Controller General of Accounts, Ministry of Finance.

10.38.7 All cases involving loss of Government money arising from erroneous or irregular issue of cheques or irregular accounting of receipts and circumstances leading to (enabling) the loss will also be reported to the Controller General of Accounts so that he could take steps to remedy defects in rules or procedures, if any, connected therewith, which might have facilitated the perpetration/occurrence of the act/event.

10.38.8 The reports must be submitted as soon as suspicion arises that there has been a loss they must not be delayed while detailed enquiries are being made. When the matter has been fully investigated a further and complete report should be submitted of the nature and extent of the loss showing the errors or neglect of the rules by which such loss was rendered possible, and the prospects of effecting a recovery.

10.38.9 The report shall be submitted with such comments as may be necessary or expedient, on the causes or circumstances which led to the defalcation or loss, the steps taken to prevent its recurrence and the disciplinary or any other action proposed as regard to the persons responsible.

10.39 When material losses due to suspected theft, fraud, fire etc. occur in any office/installations, such cases should immediately be reported to the Audit Officer/Accounts Officer/Principal Accounts Officer concerned higher officer of the Department. Such cases should be invariably reported to the Police for investigations. The Head of the Department should exercise his discretion in determining at what stage reports should be sent to the Police, keeping in view the fact that the Police investigations will be increasingly handicapped with lapse of time.

10.40 All losses of the assessed value of Rs. 10,000/- and more shall be regarded as "Material" losses excepting the losses due to suspected sabotage. All cases of suspected sabotage should be reported to the Police promptly irrespective of the value of the loss involved.

10.41 The DG(W)/ADG/Chief Engineer/SE are empowered to deal with and write off the losses of stores or of public money as per the powers given in the Appendix-1.

10.42 For all cases exceeding the limit given in the Appendix-1. The case should be sent to the Government for sanction.

10.43 Where the losses occurred due to irregularity arising out of breaches of rules and regulations do not exceed the power delegated to the DG(W)/ADG/CE/SE as the case may be in each case he is empowered to condone the irregularity and regularize such action, provided

(i) He himself is not responsible for the irregularity.

(ii) There has not been any serious negligence on the part of some individual Govt. Officer(s) which may probably call for disciplinary action requiring the orders of a higher authority.

(iii) The irregularity committed does not disclose any defect in the rule or regulations, the amendment of which requires the orders of a higher authority.

SECTION 11

Accounting Procedure for Works Executed by CPWD Outside India

General

11.1 As a general rule all original works and special repairs costing more than

Rs. 5,000/- relating to Central Civil Buildings, shall be executed through the agency of the PWD, Central or State or Military Engineering Service. But as an exception to the general rule, original works and special repairs in foreign countries costing upto Rs.Ten lacs under the administrative control of the Ministry of External Affairs can be undertaken without reference to the CPWD subject to the observance of a special procedure prescribed by the Government for the purpose.

11.2 With a view to providing economic aid either under the Colombo Plan etc. or independently the Government of India have been entrusting execution of certain projects in foreign countries to the Central PWD.

11.3 The works in Nepal and Afghanistan were taken up as aid to the Govts. of these countries under Colombo Plan/ITEC.

11.4 For the works executed outside India also, in general the same accounting procedure is followed as is being followed by the CPWD for works in India. Deviation where necessary according to lacal conditions are approved by the competent authority.

11.5 For certain other project like construction of Embassies in Lusaka, Islamabad and Sri Lanka etc. the CPWD has been providing consultancy services as well as deputing construction management team after obtaining requisite approval from Ministry of External Affairs and Ministry of Urban Development.

11.6 Under the economic aid programme, the land necessary for the projects is provided by the concerned countries free of all encumberances. The payment of compensation if any and the settlement of claims or disputes arising therefrom is the responsibility of that Government.

11.7 After completion of the projects taken up under aid programme, the concerned Government takes over the project and undertakes to make provision to keep it in proper maintenance.

Procedure for obtaining Finance to meet the expenditure

11.8 Finance to meet the works expenditure are obtained as per the agreement made with the RBI.

11.9.1The facility of obtaining funds by RBI drafts extended to all the Divisional Officers posted abroad.

11.9.2The Divisional Officers are required to open accounts in their official name with the local branches of the countries in which they are posted.

Cash Book

11.10 The cash book is to be maintained in Form CPWA I, on the receipt side, and an additional column is to be opened with a heading "Local Bank". On the payment side the column Bank or treasury will be utilised as "Local Bank".

Drawal from Banks

11.11 The amounts received in cash are shown in the cash column and classified under the head of account to which the receipt pertain. The cash receipts can be made use of for current expenditure. If however the cash balance in hand is considered surplus, the amount in excess may be deposited in the local bank classifying such remittances on both the sides of the cash book.

Classification of RBI drafts

11.12 The Divisional Officer who issues RBI drafts for financing purposes should take the amount in the cash column of the receipt side and classify it as RBI remittances. The amount for which the credit is afforded by the Local Bank in lieu of the draft should be entered in the cash column on the payment side and the amount of collection charges charged by the local bank, should be accounted for as "Contingencies" in the cash column of the payment side. The amount credited by the Local bank should also simultaneously be shown on the receipt side in the bank column.

11.13 In respect of the issue of bank draft for making payment to the contractor the amount of the bill as well as deduction should be accounted for all in the usual manner in the cash column and the net amount of the bill for which the bank draft is issued should be taken in the cash column of the receipt side.

11.14 Where the draft is issued in favour of other Divisions for financing purposes or for payment to contractors, the amount of draft should be shown on receipt side in cash column and simultaneously as payment on payment side in cash column the latter being classified as "Transfer between PW Officers".

11.15 The Divisional Officer receiving the RBI draft will enter the transaction in the cash book as indicated in para 12 above and will classify it as "Transfer between PW Officers' on the receipt side of the cash book instead of as RBI remittances.

Accounting and clearance of transactions relating to RBI Draft

11.16 The Divisional Officers should send a monthly statement of RBI drafts in Form CPWA 77B reproduced as Annexure I. The total amount of the draft will be shown in Form CPWA 80 after the existing entry Form CPWA 77. The clearance of these transactions would be effected and watched by Accounts Officer.

Accounting of expenditure on works

11.17 The expenditure incurred on "Works" and "Tools" and Plant ("Machinery and Equipment") will be classified under Head "PAO Suspense" for eventual adjustment by P & AO Ministry of External Affairs under the Budgeted head of account.

Accounting of expenditure on Establishment

11.18 Expenditure on "Establishment" including that on "Contingencies" will be initially classified under "2059 Public Works", but at the close of the financial year, it will be transferred from that Head to "PAO Suspense" for eventual adjustment with Pay and Accounts Officer of Ministry of External Affairs.

Cash balance with the local bank Reconciliation statement to be prepared

11.19 The amount in the "Local Bank" is to be treated as "Cash" for all purposes and shown as such in Form CPWA 80. The detailed break up of the closing cash balance will be given as under:-

Part I Cash in hand.

Part II Amount of Imprest/Advances.

Part III Balances in the Local Banks.

11.20 The balances in the local bank will be supported by a reconciliation memo in the form reproduced below:-

Reconciliation Memo of balance with the local Bank

Amount

Balance with local bank as per Pass Book

Less: Cheques issued but not encashed (A)

Add: Amounts deposited in the local bank but not accounted for in the cash book (B)

Balance with the Local Bank as per Cash Book

A - Details of Cheques Uncashed

Particulars of cheques

Cheque No. Date Amount

B - Particulars of deposits in the local Bank not accounted for in the Cash Book

Date Amount

Divisional Accountant

Departmental Charges

11.21 Departmental percentage charges will be levied on the works expenditure as mentioned in Section 12.

Delegation of Powers

11.22 The Chief Engineers, in charge of the foreign projects enjoy the same powers of sanctions in regard to administrative financial and matters relating to such projects as are at present enjoyed by a Chief Engineer in respect of works in India or that may be delegated from time to time to the Chief Engineers of Central PWD.

11.23 The Chief Engineer will render account to the Accounts Officer and to any such other authority as may be specified in India for the money spent from India Aid Fund.

11.24 In the case of works where only consultancy services are provided such as construction of Embassies, the expenditure on works are incurred by the Ministry of External Affairs directly through their Embassies. CPWD Engineer/Project Manager only extends all technical advice.

SECTION 12

General Departmental Charges

General

12.1 When in a Public Works Division, works are executed the cost of which is met from sources other than grants for "2059 Public Works", or "2216 Housing". Recovery of the cost of Establishment and Tools and Plant (Machinery and Equipment) should be effected in all cases on a percentage basis, unless there are special order of the Government to the contrary. The percentage should be levied separately for Establishment and Tools and Plant. The percentage so levied shall form the Departmental Charges. The amount of administrative approval accorded, in all cases, shall include departmental charges, wherever leviable, as tabulated below.

The classification of the percentage recoveries of Establishment and Tools and Plant Charges as "Voted" or "Charged" in the accounts of Central Government should be determined with reference to the classification of works expenditure on which the departmental charges are levied and not with reference to the classification of the charges under "Establishment".

Departmental charges on percentage basis

Rates of Departmental Charges

12.2.1The rates of departmental charges levied by the CPWD on works executed by them are revised from time to time and are given along with their break up in Appendix-13. The expenditure on purchase of vehicles/running and maintenance of jeeps shall be charged to the work concerned direct instead of Machinery Equipment. The rates will not be applicable where specific rates of Departmental charges have been prescribed by the competent authority for specific works.

12.2.2No D.C. for Government works and those of autonomous bodies fully funded by Central Govt. are to be added while preparing P.E.

(i) This comes into force with effect from 27.9.2001.

(ii) The levy of D.C. on current works including those to be sanctioned will be governed as per provision in the sanctioned estimate.

(iii) It should be ascertained whether an Autonomous Body is fully funded or not by Central Govt. by obtaining a letter from the head of such an undertaking or from the head of finance department of the Undertaking that it is fully funded by the Govt.

12.3 The basis of determining the slab for levying the departmental charges shall be the estimated cost of the work i.e. the amount of expenditure sanction in respect of original works, and the administratively approved amount in the case of minor works where expenditure sanction is not accorded. The estimated cost of repair works is the amount of technical sanction for such works.

12.4 No recovery should be made from Civilian or Commercial Departments or State Governments for preparation of designs or supply of copies of CPWD type designs. The above charges should, however, be recovered from Commercial Departments, Autonomous Bodies and State Governments if plans are specially prepared for them. If the plans are required for reference purposes only, copies of type design may be sold to them on the recovery of the cost of prints only provided an undertaking is given by the organization that if they adopt the designs for construction, normal departmental charges, would be paid by them.

12.5 Fee for preparation of plans and estimates, whether preliminary or detailed, for schemes which do not mature, shall not be charged from the Departments of the Government of India and local bodies who entrust their works to the CPWD as a standing arrangement. Charges shall be levied at the rate of 1.5% and 5 per cent for the preparation of infructuous preliminary and detailed estimates respectively from the private bodies who approach CPWD for the execution of works occasionally as distinct from standing arrangements.

The Public sector undertakings, autonomous bodies and semi-Government organizations, when they approach CPWD for preparation of preliminary plans will have to pay departmental charges, at the rate of 1% of works outlay for the said service. The cost will be worked out on the basis of total carpet area required by the client organization multiplied by a suitable factor to convert it into plinth area and then applying the normal plinth area rate prevailing in the locality. Subsequently, this amount will be adjusted in the overall departmental charges if the project is sanctioned and no major changes are made in preliminary plans.

Levy of charges for works abroad

12.6 It has been decided by the Government of India that departmental charges at the following rates may be levied for departmental works that may be executed in Missions abroad.

(a) In cases where works are executed through the agency of CPWD- Actual expenditure incurred on the executive staff stationed at a particular place including actual travelling and other special allowances. (Including the permissible home leave fares) given to them according to the rules in force in case of India based staff in the particular Embassy, plus actual travelling allowances of the Senior Engineers and Architects visiting the works abroad periodically plus 3% of the building cost as "Direction Charges" to cover services of Architects and Designers and higher supervision.

(b) In other cases where CPWD is associated with the work and assist and advise the local architects.

(i) For preparation of preliminary sketches and estimates @ 1 percent of the estimated cost, plus

(ii) Actual expenditure on executive staff in accordance with sub para (a) above in case of an officer who is sent abroad to advise on various matters, plus

(iii) Actual travelling allowances of the Senior Engineers and Architects visiting the work abroad.

12.7 Expenditure on tools and plant for works abroad should be charged to the Projects concerned, unless a regular unit of CPWD is maintained at the place where the work is being carried out in which case, the expenditure on tools and plant shall be debitable to the head "2059 Public Works CPWD Tools and Plant" and usual percentage of departmental charges, as may be prescribed in this behalf from time to time shall be levied on the works concerned.

12.8 The following procedure should be adopted so that the accounts of the works receive debits for all items of expenditure on establishment engaged on works executed in Missions abroad.

(a) In cases where works are executed through the agency of CPWD.

(i) Actual expenditure incurred on the executive staff stationed at particular place including actual permissible home leave fare charged in the first instance to head "2059 PW Estt." will be debited direct by the Divisional Officer executing the work to the work concerned and credit afforded under the Head "2059 P.W. Estt. Charges recovered from other Government Department" etc., by raising formal debit under 8658 suspense accounts PAO suspense (MEA).

(ii) The actual expenditure on travelling allowances of the Senior Engineers and Architects visiting the work abroad periodically will be incurred in the first instance under the head "2059 Public Works" Direction and Administration but intimation of expenditure incurred will be sent by the Officer or the Superintending Engineer or the DG (W) (Cash Section) as the case may be, to the Divisional Officer executing the work so that necessary adjustment may be made by him by debiting the amount to the work concerned and by affording credit under the head 2059 Public Works Direction and Administration recovered from other Government Departments, etc.

(iii) 3% to the building cost as "Direction Charges" to cover the service of Architects and Designers and of higher supervision. Adjustment on this

account will be made on the basis of work expenditure directly by the Divisional Officer executing the work by debit to the account of the work and credit to the head "2059 Public Works" Direction and Administration recovered from other Government Departments.

(b) In other cases where CPWD is associated with the work, to assist and advise the local Architects, in respect of the items mentioned in para 12.6(b) adjustment will appear in the accounts of F.O. to DG (W), if expenditure is incurred in respect of staff of the office of the Superintending Engineer or of the DG (W). In case, a Superintending Engineer, not attached to Central Office, visits abroad, he should report the expenditure incurred to the F.O.to DG (W), (Cash Section) for further necessary action. Necessary debit on account of expenditure incurred on staff or on the travelling allowance of Senior Engineers and Architects charged to "2059 Public Works" should be raised against the Ministry of External Affairs and credit adjusted under the establishment charges recovered from other Government Department etc. It will be responsibility of the office other than the Divisional Office from where the above Officer proceeds on tour for the purpose to report to the F.O. to DG (W) (Cash Section) for necessary action.

12.9 For preparation of preliminary sketches and estimates for which 1 percent of the estimated cost has to be recovered necessary adjustment will appear in the accounts of the F.O. to DG (W) by debiting to the grant of the Ministry of External Affairs and crediting to head "2059 Public Works" Direction and Administration recovered from other Government Departments etc. In this connection the works section concerned with the estimates etc. will keep a register and raise the debits against the Ministry of External Affairs under intimation to the F.O. to the DG (W) who will watch acceptance and carry out the adjustment in his accounts.

12.10 If any expenditure under these items is incurred by any of the Divisional Officer in the Central PWD such expenditure will be debited by him in the first instance to "2059 Public Works" and later on corresponding debit raised against the External Affairs Ministry's grant and credit adjusted under Establishment Charges recovered from other Government Department etc.

12.11 All recoveries of over payments irrespective of the year in which affected should be treated as deduction from expenditure. Transfer of amounts from "2059 Public Works establishment" to the work/head concerned should be made by DG (W) /F.O.to the DG (W) as the case may be, monthly so that the accounts of the work take cognizance of the expenditure at the earliest opportunity.

Departmental charges for Fair rent Certificate

12.12 The Central PWD may charge fees for issuing certificates of reasonableness of rent on buildings hired by the State Government at the same rates as are charged by the State Govt. P.W. Department for giving such certificates to the Central Government in respect of building taken on hire by the latter.

12.13 The Department charges at the rate of 1/2 per cent of the cost of a building will be charged by the Central PWD for issue of certificate to an Autonomous body about the reasonableness of its rent. The recoveries on this account are adjustable under the head 0059-PW-Other receipts.

12.14 Where valuation of the land is also necessary in determining the rent of building, departmental charges, should be levied at the rate of 1/4 percent of the land value in addition to 1/2% of the cost of the building.

12.15 If departmental charges are to be taken into account in assessing the rent to be charged for a non-residential building, when the only expenditure to be incurred by the Public Works Department is for the mere acquisition of the building, it should be sufficient to charge ¬% of the acquisition cost for examining the building and issuing suitability certificate.

Departmental charges for Coal mines works and other agencies

12.16 Departmental charges at the rates given in the Appendix 14 shall be levied for scrutiny of estimates of coal mines labour Welfare Fund by the Central PWD.

Departmental charges for works in Bhutan

12.17 It has been decided by the Government of India that departmental charges will be recovered at the rate of 2 percent of the estimated cost of the works for all technical services and help rendered by CPWD Officers in connection with the execution of Bhutan works.

Departmental charges for Works of National Capital Territory of Delhi

12.18 The National Capital Territory of Delhi, so far as the question of levying departmental charges is concerned will be treated at par with departments of Government of India for purposes of application of rules for the distribution of establishment and tools and plant charges.

12.19 No departmental charges should be levied by the Central PWD in respect of work erected by them in connection with the celebration of the two National Days viz. Independence Day and Republic Day. The expenditure incurred by the Central PWD in this connection should be debited to the Revenue Head 2059 Public Works.

Departmental Charges for Horticultural Works

12.20 The Government of India have sanctioned the remission of departmental charges in respect of gardening jobs e.g. the preparation of beds, etc. carried out by the Horticulture Units in the Officer's bungalows, New Delhi at the expense of the Licencees.

Departmental Charges for Local Bodies

12.21 In the case of works executed for the New Delhi Municipal Committee and other local bodies in respect of deposit works, the rate of Establishment charges including audit and accounts and pensionary charges are levied.

Levy of fees by the CPWD Consultancy Services

12.22 The CPWD Consultancy Unit, Executive Director Consultancy handles consultancy works of planning and Designing (with or without Construction) of various projects including high rise buildings, housing complexes etc. The Unit has been authorised to accept consultancy works of Public Sector Undertakings and other Organizations, to undertake construction, on turn key basis, or Mission's buildings abroad etc. at negotiated rates etc. Fee for the Consultancy Services to be charged by the Unit are given in Appendix 15.

Note 1. The soil testing and preparation of models would be paid for extra by project authorities.

Note 2. In addition, the project authorities should be bearing TA/DA expenses for 15 men visits for members of the planning team to visit the site during the planning phase.

Chapter III

CONTRACTS

SECTION 13

Contracts and Forms

What is a Contract

13.1.1When two or more persons have common intention communicated to each other to create some obligation between them there is said to be an agreement. An agreement which is enforceable by law is a "Contract.''

13.1.2According to Section 10 of the Indian Contract Act, 1872 only those agreements are enforceable by law which are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object and, are not expressly declared to be void. This is subject to any special law according to which a contract should be in writing and attested by witnesses.

13.1.3The following are the essential ingredients of a contract:-

(a) Offer made by one person called the "Promisor".

(b) Acceptance of an offer made by the other person called the "Promisee".

(c) Doing of an act or abstinence from doing a particular act by promisor for promisee called consideration.

(d) The offer and acceptance should relate to something which is not prohibited by law.

(e) Offer and acceptance constitute an agreement, which when enforceable by law, become a contract.

(f) In order to make a valid and binding agreement, the party entering into such an agreement should be competent to make such agreement.

13.1.4For the purpose of an agreement, there must be a communication of intention between the parties thereto. Hence in the forms of a Contract there is:

(a) A proposal.

(b) Communication of the proposal.

(c) A communication of the acceptance of the proposal.

13.1.5The communication of acceptance of the proposal completes the agreement. An offer may lapse for want of acceptance or be revoked before acceptance. Acceptance produces something which cannot be recalled or undone. A contract springs up as soon as the offer is accepted and imposes an obligation upon the person making the offer. It has been opined by the Ministry of Law that before communication of acceptance of an offer the tenderer would be within his right to withdraw, alter and modify his tender before its acceptance, unless there is a specific promise to keep the offer open for a specific period backed by a valid consideration.

Forms to be used for contracts

13.2 The following forms shall be used for agreements with the contractors for the purpose noted against each. Standard clauses of various forms have been

approved by the competent authority and should not be altered/violated on any account except with the previous approval of that authority.

P.W.D. Form No.6

13.2.1This is Notice Inviting Tender Form and in brief known as NIT. It is required to be invariably issued in respect of works for which tenders are to be called. The salient feature of this Form is that it includes name of work, estimated cost put to tender, period of completion, time and date of receipt and opening of tenders and other relevant conditions. Care is required to be taken with regard to Clause 4 which provides two alternatives, viz.(i) the site for the work is available or (ii) the site for the work shall be made available in parts as specified. Only one of these two alternatives is required to be retained.

P.W.D. Form No.7 Percentage Rate Tender

13.2.2Form PWD 7 (percentage rate tender) could be used in respect of levelling and development works including such works as storm water drainage, water supply and sewer lines and repetitive types of works such as construction of residential quarters of various types as per standard design and drawing.

In other cases, use of this form should be restricted to works estimated to cost upto Rs. 1,00,000/- where the Department have their own schedule of rates and upto Rs. 40,000/- where the Department do not have schedule of rates of their own and have to follow the district or State PWD schedule of rates.

The NIT approving authority may choose any of the forms of tender i.e.PWD-7 or PWD-8 for recorded reasons.

PWD Form No. 8 Item Rate Tender

13.2.3For item rate tenders contractors are required to quote rates for individual items of work on the basis of schedule of quantities furnished by the Department. This form ensures a more detailed analysis of cost by the contractor. The Contractors have to work out the rates against each item.

PWD Form No. 9 Supply of materials

13.2.4This form should normally be used where the purchase of materials is involved. According to the PWD Form No. 9 the contractors are required to quote rates for supply of the required quantity of materials, whether raw or finished.

PWD Form No. 10 Piecework

13.2.5This form is to be used

(i) For a work costing less than Rs. 60,000/-.

(ii) In cases in which it is necessary to start the work in anticipation of formal acceptance of contract, and

(iii) For running contracts i.e. those for pipes, laying of sewerage etc.

In cases of (ii) above, the piece-work contract is cancelled as soon as regular contract is signed.

In case of (iii) above, quotations are called periodically and a running rate contract is drawn up as a result of those quotations usually for one year. The piece work contract form provides for payment of stipulated rates only when it

refers to such quantity of time and also stipulate that the Engineer in-charge may put an end to the agreement at his option at any time.

PWD Form No. 11 Work Order

13.2.6This form may normally be used for works costing Rs. six lacs & below. It is not much different from Form No. 10 but any work awarded on Form No. 11 may be stopped by the Engineer-in-charge at any time and the contractor is also entitled to stop the work at any time.

P.W.D. Form No. 11A Work Order

13.2.7This form may be used for small works costing less than Rs. six lacs where it is not considered necessary to use regular Forms No. 7,8 & 12 and at the same time it is desired to bind the contractor in respect of the quantity of the work and the time in which it is to be completed.

Before awarding works on works orders (Form 11 & 11A), the contractor should be asked to furnish a list of Gazetted and non-Gazetted CPWD Employees related to him. The term 'Non-Gazetted' staff shall include CPWD staff on work-charged establishment as well.

P.W.D Form NO.12-Lump-Sum Contract

13.2.8This form, as its name indicates, is used for work in which contractors are required to quote a lump-sum figure for completing the works in accordance with the given designs, drawings, specification and functional requirements as the case may be. Lump-sum tender can be either for only executing the work as per given design, drawing and specification or it may include element of doing design work and preparation of structural drawings as well which shall be in keeping with the given functional, structural and architectural parameters and subject to approval by the competent authority before hand.

In cases where work is to be executed as per design and drawing of the department, all the detailed working drawings, both architectural and structural must be prepared before hand and should form part of the tender documents which should also contain complete and detailed specifications of the work. The tender documents must set out complete scope of the work. Only the drawings and the detailed specifications as contained and/or referred to in the tender documents shall form the basis of execution and payment. The extra payment or recovery over and above the accepted rate shall therefore be called for only in the event of authorized deviations from the drawings and specifications (as given and/or referred to in the tender documents) in course of execution and not otherwise.

In cases where the detailed architectural and structural drawings are to be provided by the Contractor, all the architectural and structural data/parameters necessary to work out the cost of the work, details of the functional requirement and complete/detailed specification thereof including preliminary drawings if any, must be finalised before call of tender and the tender documents must contain all these details so that there is little scope of guess work on the part of the contractor while tendering and chances of dispute at later stage are minimised. A condition should be stipulated in the tender documents that the work shall be executed as per detailed design and architectural/structural drawings to be prepared by the successful contractor conforming to the given parameters and functional/design requirements as enunciated in the tender documents and submitted to the department within specified time after the award of work. The

contractor shall accordingly get the design/drawings approved by the department before taking up execution of the work. In case any modification for any reason is ordered in course of execution, suitable adjustment for extra payment or recovery shall be effected only if such modification in the tender documents or any change from the specified parameters.

PWD Form No. 47-Tender for Demolition of Buildings

13.2.9This form of tender is adopted for demolition of buildings and removal of debris from the site.

World Bank Documents

13.2.10 The Standard Bidding Documents finalised by World Bank are used for works aided by it. 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 World Bank. The two authorities for administering the contract for World Bank project viz. the "Employer" and the "Engineer" should be substituted with "The Central Public Works Department represented by Chief Engineer/Superintending Engineer" and "The Executive Engineer represented by the Assistant Engineer/Junior Engineer" respectively and in the Additional Conditions of Contract, to 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 14

Award of Work without Call of Tenders

Procedure

14.1 As far as possible, tenders should be called for all works costing more than

Rs.25,000/-. In case of urgency, prescribed period of notice may be reduced.

14.2 In emergent cases or when the interest of the work demands, works may be awarded without call of tenders after approval of the competent authority as per powers delegated. The precise nature of the emergency involved should be recorded by the Divisional Officer before dispensing with call of tenders for works costing more than Rs.25,000/-.

14.3 The rates obtained after calling for quotations cannot be considered as competitive and the work awarded on their basis should be construed to have been awarded without call of tenders. The respective officers according sanction to the work order shall also be responsible for the reasonability of the rates.

Powers

14.4.1Certain financial powers have been delegated to the various Officers of the Department to award work (a) without call of tenders and (b) by negotiations ab-initio after infructuous call of tenders or with a firm which has not quoted, subject to following restrictions.

14.4.2The total amount of all the works awarded without call of tender by the SE' Executive Engineers as well as AEEs/AEs under the Division under their individual authority as per delegation of powers shall not exceed the annual limit prescribed from time to time by the competent authority. In case, a work is to be awarded without call of tenders in excess of the aforesaid limit, sanction shall be obtained from the Chief Engineer in individual cases. For this purpose, a proper register shall be maintained in Division and Circle Offices.

14.4.3When works are awarded without call of tenders, it shall be ensured that the sum total of all such orders approved by any particular authority against any particular technically sanctioned estimate as a whole does not exceed the power of the concerned authority to award work without call of tenders.

14.4.4The AEEs/AEs shall normally award works without call of tenders up to their individual powers only against the estimates technically sanctioned by them. However, in exceptional cases involving greater urgency or emergency they can also award works without call of tenders up to their powers to award works without call of tenders against the estimates technically sanctioned by higher authorities provided approval in principle is obtained from the Ex. Engineer and total amount of work orders issued against the concerned estimate does not exceed the power of the AE/AEE to award work without call of tender. Reasonableness of rate in such case shall however be the responsibility of the AE/AEE only.

Award of Works to Registered Labour Co-Operative Societies

14.4.5With 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 Deptt. - Appendix 1.

14.4.6In relaxation of the provisions of the Standard CPWD Contract Forms, running payments may be made even in respect of works awarded to these Societies on work orders.

14.4.7The frequency of payments may be fortnightly provided there is appreciable progress on the work and the value of work executed is not less than Rs. 20,000/-.

14.4.8The Registered Labour Co-Operative Societies are exempted from payment of earnest money for works estimated to cost upto Rs. two lacs. These Co-operative Societies, however, will pay Security Deposits by way of percentage deduction from their bills.

Notes: (i) The Labour Co-Operative Societies should be registered in the District and approved for the purpose by the Registrar of the Co-Operative Societies.

Award of work to Contractors belonging to Scheduled Castes and Scheduled Tribes

14.5 In order to provide certain concessions to the persons belonging to the Scheduled Castes/Scheduled Tribes and Waddara Community of Andhra Pradesh, it has been decided to allow the under mentioned price preference in favour of the contractors of these communities in the matter of award of contract in respect of CPWD works upto 31.12.2001:-

(i) For works upto an estimated cost of Rs.80,000/- a price preference upto 5% may be allowed in favour of individual SC/ST contractors. In such cases, tenders may be entertained even from non-registered contractors. No earnest money is required in such cases.

(ii) For works of estimated cost ranging from Rs.80,000/- to 2 lakh, tenders may be obtained only from registered contractors. The price preference upto 5% may be allowed in favour of individual SC/ST contractors. However, earnest money at a reduced rate of «% may be accepted in such cases.

(iii) In all such cases, the above concessions shall be allowed only after proper verification of the individual contractor's claim of belonging to a SC or ST community, as the case may be.

These concessions will be admissible upto 31.12.2003

Purchase preference to Public Sector Enterprises

14.6.1In consonance with the government instructions contained in OM No. DPE/13(1)2002-Fin. dated14.6.2002 of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Govt. of India, purchase preference to the public sector undertaking shall be given in cases of all tenders/quotations to be received in CPWD on or before 31.3.2004 for products and services of Central Public Sector Enterprises (CPSEs) for Rs. Five crores and above. Under the policy if prices quoted by public sector enterprises is within 10% to the lowest price in tender, other things being equal, purchase preference may be granted to the CPSE concerned at the lowest valid price bid.

The Purchase Preference Policy covers both products and services of Public Enterprises and the word "Services" includes construction works and construction contracts also.

The provisions of the policy are as per annexure.

Annexure

No. DPE/13(1)/2002-Fin Email: nic-dpe@hub.nic.in
Fax : 4362613/4360204
Gram : BEPUBENT

Government Of India
Ministry Of Heavy Industries & Public Enterprises
Department Of Public Enterprises

Public Enterprises Bhavan,
Block No. 14, CGO Complex, Lodi Road,
New Delhi, the June 14, 2002

Office Memorandum

Sub: Purchase preference for products and services of central public sector enterprises.

Government have decided to extend the existing purchase preference policy for products and services of central public sector enterprises (CPSE's) for two more years from 1.4.2002 to 31.3.2004. Under the policy, if the price quoted by the public sector enterprise is within 10% of the lowest price in a tender, other things being equal, purchase preference may be granted to the CPSE concerned at the lowest valid price bid. The policy has the following provisions:

i. The 10% purchase preference would be extended to tenders/NIT of rupees five crores and above.;

ii. CPSEs registered under the Companies Act, 1956 and statutory CPSEs will be eligible for purchase preference as before. Joint venture companies where holding of Government and/or CPSEs is 51% or more and joint ventures which are subsidiaries of CPSEs with CPSEs holding 51% equity or more will also be eligible for purchase preference.

iii. A minimum value addition of 20% by the CPSEs/Joint Venture Units by way of manufacture and/or services would be a prerequisite for availing purchase preference;

iv. Ministries/Departments/CPSEs and autonomous bodies under Central Government will continue to grant purchase preference to CPSEs.

v. Purchase preference will also be available to only those privatized CPSEs where specific Government approval has been accorded for the specific periods from the date of disinvestment.

vi. Respective Ministries/Departments/autonomous bodies/CPSEs will be responsible for implementing the Purchase Preference Policy,

vii. As per the existing policy the provisions relating to purchase preference should be specified in the Notice Inviting Tender (NIT) for rupees five crores and above. For any deviation including exclusion of the purchase preference clause from the NIT, it will be obligatory for the concerned Ministry/Department/CPSEs/autonomous bodies to obtain prior exemption from the Cabinet in consultation with the Department of Public Enterprises.

viii. Other provisions of the purchase preference policy remain unaltered.

(Dr. Anish Madan)

Joint Adviser

SECTION 15

Preparation of Tender Documents

15.1 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. Before sanctioning, the draft of the detailed estimate, for works having involvement of Architect, should be sent to the Senior Architect to examine it vis-a-vis the specifications of various items provided by him.

15.2.1.1 In case of works for which tenders are to be invited, tender documents comprising of the following should be prepared and approved by an authority who is empowered to approve the Notice Inviting Tenders (NIT) before notice inviting tender is issued.

(i) The notice inviting tender in Form PWD 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 condition to be decided by NIT approving authority and he should be responsible for the same.

(iii) The schedule of quantities of work.

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

(v) Specification of the work to be done.

15.2.1.2 Executive Engineer/Assistant Executive Engineer/Assistant Engineer issuing the tenders should invariably date and initial corrections, conditions and additions in the Schedule of Quantities, Schedule of Material to be issued and specifications and other essential parts of contract documents, and also date and initial on 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.

15.2.1.3 Before approval of NIT, the following should be ensured.

(i) Availability of site, funds and approval of local bodies to plans.

(ii) Confirmation that materials to be issued to the contractor would be available.

(iii) Arrangement for issue of drawing above slab at level 2 well in advance of actual requirement at site as per the program of construction.

15.2.2Unless there is any general or special departmental instructions or any other bona fide reasons to stipulate certain materials, only those materials should be stipulated in the tender which are either available at the time of inviting tender or are likely to be received before commencement of the work.

Stipulated materials shall be issued for use at site on works, for all the items where such materials are required. For factory made products like pre-cast cement tiles, pre-cast hollow concrete blocks, pre-cast foam concrete blocks, pre-cast RCC pipes etc., stipulated materials shall not be issued.

It should also be ensured that 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.

15.3 Tenders for electrical, and building work (including sanitary and water supply works) must be invited concurrently. 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.

Invitation of Tenders for Component Parts

15.4.1Generally, splitting of works for the purpose of inviting tenders, should not be resorted to. However, due to administrative convenience and expediency, works may be split up and tenders may be invited separately for the split portions as per powers delegated.

15.4.2Accord of technical sanction and call for tender for component parts of the project, the amount of which appears as a distinct sub-head in the preliminary estimate will not amount to splitting the work and can be dealt with by the respective authorities as per powers delegated even if the overall amount of the project may be beyond the competence of any individual authority.

15.5 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 if the amount of such work is not more than Rs.5,000/-.

Composite Tenders

15.6.1It has been decided that composite tenders shall be called for works where the combined estimated cost of different components put to tender exceeds Rs. two crores.

Composite Tenders can also be called for works where the combined estimated cost put to tender is Rs. 1 crore or less at the discretion of the Chief Engineer or where it is a requirement of the client or the funding agency.

(i) Items of special nature like sub station equipment, lifts, generating sets, centralised airconditioning system, heating and ventilation system, furniture, furnishing and decorations or any other work of specialised nature which is to be excluded as per decision of authority which approved the main preliminary estimate may not be included in the composite tenders.

(ii) Detailed estimates for different components will be technically sanctioned by the competent authority of the respective discipline.

(iii) Draft tender documents comprising of Schedule 'A' to 'F' of 'General Conditions of Contract for CPWD Works, 2001', special conditions/Specifications and drawings etc., shall be prepared separately for such component and approved by competent authority of the respective discipline.

(iv) The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

(v) The advertisement and form PWD 6 for composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will

correspond to the combined estimated cost of different components put to tender.

(vi) CPWD Form 6 should also clearly state that:

(a) The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.

(b) It will be obligatory on the part of the tenderer to sign the tender documents for all the components, (The schedule of quantities, conditions and special conditions etc.).

(c) After the work is awarded, the contractor will have to enter into separate agreements for each component with the Officer concerned.

(vii) The Executive Engineer in-charge of the major component will call tenders for the composite work. The cost of tender document and earnest money will be fixed with respect to the combined estimated cost put to tender for the composite tender. Security deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The earnest money will become part of the security deposit of the major component of work.

(viii) On acceptance of the composite tender by the competent authority the letter of award will be issued by the Executive Engineer in-charge of the major component on behalf of the President of India, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

15.6.2Separate contract for dismantlement and disposal of structures may be resorted to when there is enough time available after receipt of approval to dispose of these structures and receipt of Administrative Approval and Expenditure Sanction for re-construction.

Where exigency and urgency of work so demands, combined tender for demolition of building and construction of new building may be resorted to. The decision may be taken at the level not lower than that of the Chief Engineer of the Central Public Works Department who should also record reason due to which combined tender for demolition of the old building and construction of the new building is to be invited.

Preparation of Notice Inviting Tenders

15.7 All notice calling for tenders should be in the standard form and be serially numbered, a proper register being maintained for the purpose. They should only be issued after the authority competent to accept the tender has approved the NIT papers. The notice inviting tenders should be carefully prepared, the use of symbols % and per thousand in the schedule of quantities accompanying the Notice Inviting Tenders is prohibited and the words hundred and thousand must be written e.g. "Per hundred sq. metre" must be written and not "% sq. metre".The units should thus be more specific.

15.8 In case of lump-sum tenders the Divisional Officer should see that 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 or in the case of non schedule items on the basis

of rates supported by detailed analysis therefor, sanctioned by the competent authority.

15.9 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 also other corrections and modifications made in the NIT papers are numbered and signed by the competent authority in token of approval so that all chances of tampering with such documents are avoided. Mere approval on forwarding letters would not serve the purpose. All corrections in the NITs and pages of the NITs approved by the Superintending Engineer and Chief Engineer should be attested by the Surveyor of Works. Thereafter the documents must be properly sealed to prevent any tempering.

15.10.1 It will be the responsibility of the Divisional Accountant to see that all forms issued to tenderers whether printed or otherwise, are clear, legible and unambiguous. The schedule of quantities attached to tender document other than Form PWD 7 must also contain a column for the "Amount" after the column "Rate" and the contractor must calculate the amount of each item and enter it in the column. The Contractor must also total these amounts both by sub-head and give a grand total in words and figures both.

15.10.2 It will also be the duty of the Divisional Accountant to ensure that the 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 scrutinise the applications received for issue of tenders keeping in view the eligibility criteria and then put up to the Executive Engineer for a decision.

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

15.12 The Notice inviting tender should stipulate reasonable time for completion of work. For building works, the Schedule of Contract period should be decided in accordance with Appendix 16 of this Manual by the NIT approving authority.

15.13 It should be ensured that a specific reference to the number of correction slips is made while mentioning the schedule of the rates or the CPWD specifications for works at Delhi, e.g. "Schedule of Rates ..... for Delhi with correction Slips ..... to ....." and "CPWD Specifications for works at Delhi ..... with correction Slips ..... to .....". The name should include the year also.

15.14 Additional conditions should be properly stipulated as given in para 15.2.1.1.

SECTION 16

Publicity of Tenders

16.1.1Wide publicity should be given to the notice inviting tenders. Tenders must be invited in the most open and public manner possible, by advertisement in the press and by notice in English/Hindi and the written language of the district, posted in public place. A copy of the notice should be sent to the Central PWD Divisions, Zonal Office, the Circle Office, Local Municipalities and Collector's office and the State PWD Divisions operating at the station of the work and head quarters of the Divisional Office.

16.1.2In respect of works estimated to cost more than Rs. 2 Lacs a brief advertisement inviting tenders should invariably be inserted in the press in the classified category.

16.2.1Advertisement for Notice inviting tenders should be sent to the Directorate of Advertising and Visual Publicity, Ministry of Information and Broadcasting for insertion in 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 case it is not desirable to send separate press advertisements for each work and so far as possible composite advertisements in the following form should be sent to avoid unnecessary expenditure on advertisement.

16.2.2In urgent cases, the authority competent to approve the NIT may, for recorded reasons, decide to send the advertisement of tenders to Press directly. In such cases the newspaper bills shall also be settled by the CPWD.

16.2.3Draft specimen of Press Notice to be issued as a Composite Advertisement is given in Appendix17.

16.2.4The 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 EE should not to be repeated at the end.

(iii) Details of Estimated Cost, Earnest Money, Time allowed etc. should be given as per Appendix 17.

(iv) Titles such as "Government of India, Central Public Works Department" etc. at the top should not be given as the official designation at the beginning gives these details.

(v) The name of EE inviting tenders should not be printed.

Any officer violating the above instructions particularly regarding observing the economy will make himself liable for disciplinary action and matter dealt with seriously. Issue of above instructions may be taken seriously by all concerned.

All additional Director Generals, Chief Engineers (Civil & Electrical) are requested to ensure that the above instructions are got complied with and proper economy is exercised regarding inviting the tenders.

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

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

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

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

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

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

Pre bid conference

16.3.1In case of works estimated to cost Rs. Two crore and above, a pre bid conference shall be held by the Engineer-in-Charge about 10 days before the last date of submission of the tenders for clarification of any doubts of the prospective tenderers on any condition of the contract, specification etc. Minutes of the meeting shall be circulated to all prospective tenderers attending the conference. In case of works costing less than Rs. Two crore, where necessary, pre bid conference may be held in a manner described above at the discretion of the NIT approving authority.

Restricted Tenders

16.4.1Restricted tenders can be called in the following cases with the prior approval of DG(W):

(a) The work is required to be executed with very great speed which not all contractors are in a position to generate.

(b) The work is of special nature requiring specialised equipment which is not likely to be available with all contractors.

(c) Where the work is of secret nature and public announcement is not desirable.

(d) The list of pre-qualified contractors is required to be shortened to a suitable limited number.

(e) Maintenance of VIP residences/important buildings as decided by Chief Engineer concerned.

(f) Other exigencies of the work so demand.

16.4.2There need be no fixed restricted list of contractors but when restricted tenders are to be called the list of contractors should be as big as possible so that competitive tenders are received.

Occasionally some Defence works are entrusted to the CPWD for execution. In executing similar works the MES invite open tenders. Therefore, unless so desired by the competent Defence Authority, CPWD need not invite restricted tenders.

ADG/DG (W) has full powers:

(i) to finalise and approve the list of contractors for restricted call of tenders, and

(ii) to allow the State PWD contractors to tender for the works of CPWD outside the State in which they are enlisted.

16.4.3Restricted call of tenders is normally made after preparation and selection of contractors on the basis of pre-qualification applications invited through press advertisement so as to make the list of contractors of properly technical, financial capabilities backed by sufficient experience.

Pre-qualification of Contractors

16.5.1Pre-qualification of contractors shall be resorted to in the following cases :

(a) The estimated cost of the work exceeds Rs. five crores.

(b) The estimated cost of the work is upto Rs. five crores but more than Rs. two crores and the ADG concerned, in his discretion and for recorded reasons may, decide to pre-qualify contractors on the following grounds:

(i) The work is required to be executed with great speed, which not all 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) The work is to be executed in sensitive/VIP area.

(iv) Client has requested to restricting the tender.

(v) Other exigencies of the work to be placed on record.

16.5.2The pre qualification applications shall be invited on pre qualification document for CPWD works, 2000 through Press notice. The Chief Engineer in-charge of the work shall draft the pre qualification criteria in accordance with guidelines laid down in Appendix 18, suggests deviations from the guidelines where absolutely necessary and send the same to the Director General (W) for approval except Sl.No.3 of the guidelines attached with Appendix 18. The Additional Director General shall have full powers for approving the list of eligible contractors for pre qualification.

16.5.3For all works Pre-qualification criteria shall be based on above guidelines. However, for recorded reasons ADG may insert experience of particular categories of items like Stone Work, Metal False Ceiling, Basements, Form Works etc. as an additional Pre-qualification condition.

16.5.4In specific cases, and as considered essential, the change in any of the conditions given above for Pre-qualification may be got approved by DG(W).

16.5.5The above Pre-qualification criteria shall be applicable for normal Civil & Electrical works in CPWD.

16.5.6For recorded reasons CE/ADG shall have powers to Pre-qualify the Contractors for any particular work irrespective of its monetary value

16.5.7To maintain uniformity in evaluation, assignment of marks for various attributes, is indicated in para 8.1.2 of the Pre-qualification Document. The evaluation, in general, shall be done as per criteria in Appendix 18. However, if for some reasons, changes are to be made, the same may be proposed by the Chief Engineers while forwarding proposals for the eligibility criteria vide para 16.5.2 above.

Duties of Head Clerk

16.6 It is duty of the Head Clerk of the issuing Division to ensure that all NITs remain on the notice board of the Division from the date of issue of N.I.T. to the date of opening of tenders. For this purpose he should record a certificate to the effect on office copy of each N.I.T. The Executive Engineer should check such certificates from time to time. Inspecting officers from circle office and Central office may also check the notice boards and office copies of NITs for requisite certificates. Basic responsibility in this regard shall rest with the AE(P) of the Division.

Time limit for Publicity of Tenders

16.7 The following time limits between the date of call for tenders and the date of opening of the tenders are laid down but this period may be varied at the discretion of the Officer competent to accept the tender. In order to ensure keen competition and loss to the Department of the benefit of competitive rates, the above time schedule shall be adhered. Any reduction in time as above shall be only in rare cases and ordered by the authority, for recorded reasons.

10 days in the case of works costing upto Rs. ten lacs

2 weeks in the case of works costing between Rs. ten lacs to Rs. fifty lacs.

3 weeks in the case of works costing more than Rs. fifty lacs.

The above time limits will not apply to global tenders and in such cases the NIT approving authority should take decision for fixing the period.

Scope of Publicity of tenders

16.8 In order to give wide publicity to the Notice inviting Tender, in respect of works in Delhi, the Executive Engineer should dispatch copies of N.I.T. (Form PWD 6) and the Notice Inviting Quotations to the Hony. Secretary, Central Builders Association, 44 Regal Building, New Delhi, CPWD Contractors' Association, I.P. Bhawan, New Delhi and the Indian Contractors' and Builders' Association, G-80/207, Main Bazar, Lakshmi Nagar, Delhi 110092 as per DGW/CON/110 under (Certificate of Posting changed to) Registered post as per DGW/CON/116. If a complete set of NIT along with drawings, is demanded the same should also be supplied on payment of usual price charged from other contractors. Similarly copies of the NITs for major works should be sent to the Secretary, Builder Association of India, G-1/G-20 Commerce Centre, 7th floor, J. Dadajee (TARDEO) Road, TARDEO, Mumbai-400 034 for display on their Notice Board and circulation among their members. For electrical works, NIT should be sent to the following Associations of Electrical Contractors for display on their Notice Board and circulation among their members :-

(i) CPWD Electrical Contractors' Association, H-35/10 Connaught Place, New Delhi-110 001

(ii) Eastern Regional Electrical Contractors' Association (India), Plot No. 3, 12/I-A, Lindsay Street, Kolkatta.

(iii) Association of Electrical Contractors (Regd.), 19, Municipal Market, Connaught Circus, New Delhi.

Copies of NIT-PWD-6 upto a value of Rs. two lacs may be sent to the following SC/ST Contractors Association in the same manner as it is sent to other Associations approved for this purpose.

"CPWD/PWD SC/ST CONTRACTORS WELFARE ASSOCIATION (Regd.)

B-1/23 KIRAN GARDEN,

UTTAM NAGAR, NEW DELHI-110059"

In addition to publishing tender notices through press, one copy of the tender notice for all works costing more than Rs.25 lakhs are also to be sent to the following address by fax or

E-mail for publishing through web site.

M/s. Sugal Infotech Pvt.Ltd.,

6/35, W.E.A., Karol Bagh, New Delhi-110005.

Tel.No. 91-11-5765331/2,

Tel. Fax: 91-11-5748882

E-mail:ubfi@tenderhome.com

Notices for all tenders costing Rs. two lacs and above also shall be sent for publication on website in addition to publishing the same through press.

It shall be ensured by all the ADGs that all tender notices which are being sent to press, must also be sent to suitable firms for publishing on web site.

Notice for all tenders including those costing less than Rs. two lacs shall be sent for publication in the web site. However, notice for tenders costing less than Rs. two lacs need not be sent to the Press for publication.

Name of web site may be published in leading newspapers at least two times in an interval of 15 days so that the contractors by and large are aware which web site is to be seen by them for press advertisement.

The following procedure shall be adopted for proper publicity of tenders:

1. All NITs, 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 may be added. No NIT shall be publicised either on the notice board or in press without a serial number.

2. The serial number shall be assigned by the Executive Engineer from a register maintained in the Divisional office. The format of the register shall be as given in the Annexure. The serial number shall be continuous irrespective of the level of the NIT approving authority i.e. Assistant Engineer to Chief Engineer.

3. The AEE/AE shall intimate the details of the prospective NIT 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 serial number of the NIT noted on it under the signature of the EE. In cases where EE decides not to issue a particular NIT, serial number may not be assigned to it.

4. In Sub-Divisions located out station of the head quarters of the Division, a similar register shall be maintained. NITs may be issued under serial numbers assigned through this register but it shall be necessary to intimate the details to the EE and obtain a serial number from the main register of the

Division in a manner detailed in para 3 above, before the work is awarded on the basis of such NIT.

5. 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 while making payment of the first bill to the contractor.

6. In case of works estimated to cost upto Rs. two lakhs, advertisement may not be inserted in press but the NIT shall be necessarily displayed on the notice boards of the issuing Sub-Division, Division and all the other Sub-Divisions of that Division located in the same station.

7. 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.

16.9 If the response to tenders from the contractors of the appropriate classes is poor, the tenders may be thrown open to the contractors in the next lower class with the prior approval of the CE in the case of tenders upto SE's power and ADG in case of tenders of CE's power, but not to a particular contractor. In urgent cases, the Superintending Engineer can anticipate approval but he should get the matter regularised immediately. It should also be noted that where a tender is thrown open to contractors of the lower Class, it should get the same publicity as the notice inviting tenders.

If the response to tenders from the contractors of the approved classes is poor, the tenders may be thrown open to the contractors two categories below the appropriate class in individual cases with the prior approval of the DG(W).

Formalities for Re-invitation of tenders

16.10 In case of re-invitation of tenders, all the formalities mentioned above shall be observed. In cases when the date and time for sale and receipt of tenders is required to be extended due to unavoidable circumstances a proper notice for the same will be put up on the notice board and copy to ofiice of all the Associations mentioned in para 16.8.

16.11 All tenders sent to the contractors should be invited in the name of the President of India. It is, therefore, necessary that the words "For & On behalf of President of India" should be incorporated in the draft press notices to be sent to the Director of Advertising and Visual Publicity for publication in the Newspaper.

SECTION 17

Sale of Tender Documents

17.1.1Tender documents should be prepared and kept ready for sale to the contractors before the Notice is actually sent to the press or is pasted on the Notice Board and every contractor desiring to tender shall be asked to make a written application. It is the responsibility of the Executive Engineer/Assistant Executive Engineer/Assistant Engineer to see that tender documents are made available to the contractors as soon as the application is made. The application may be made by the contractors in the prescribed form (Appendix 19).

17.1.2Tender documents should be sold to only those contractors who fulfill the eligibility criteria set out in the Press notice and who are not near relatives of Divisional Accountant or Superintending Engineer or Executive Engineer or Assistant Executive Engineer/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.

17.2 For recorded reason the Chief Engineer is competent to permit any particular person or firm, who are not borne on the approved list of CPWD or any other Government Department to tender for specialised works. For works costing upto the normal power of acceptance of tender of Executive Engineer prior permission of Superintending Engineer shall suffice.

Issue of Tender Documents for Specialised Jobs

17.3 In order to obviate difficulty to get competitive rates in respect of all specialized jobs it is necessary that the tenders for specialised works should be issued to the firms concerned who deal in the items of works for which tenders are being invited. For this purpose, the following items should be taken as special items of work.

For specialised electrical jobs of Diesel Generating Sets, Lifts/Elevator works, Sub-stations works and Fire alarm system works, Fire fighting works (gas based), Fire fighting works (water based) contractors are enlisted separately in accordance with rules given in Appendix 20.

List of Specialised Items/Jobs/Works

(i) Carriage of Materials

(ii) Earth works

(iii) Water proofing treatment work

(iv) Steel work in Steel bridge work, Space frames for long span structures, Steel towers

(v) Laying of granite stone flooring

(vi) Miscellaneous civil works.

1. Special foundations including all types of piles.

2. Fibrous plaster ceiling.

3. Acoustic treatment and other decorative items such as glass ceiling.

4. Sinking of tube well.

5. Erection of food storage-both silos and flat type.

6. Aluminium doors and windows, Aluminium partition.

7. Fire fighting equipment. Fire detection and any other co-related items.

8. Fabrication of hydraulic platform and incinerator and laundry equipment.

9. RCC overhead tanks with independent staging.

10. Underground tank.

11. Guniting, Ready mix concrete.

12. Repair and Rehabilitation works.

13. Soil investigation.

14. Kitchen equipment.

15. Glass/Green House (climate control)/Screen House.

16. Sewage treatment plant including testing and commissioning.

17. Modular steel furniture.

18. Custom made wooden furniture (factory made).

19. Aluminium composite panel.

20. Swimming pool.

21. Fabrication and erection of space frame including covering with light weight poly carbonate sheet roofing.

22. Diaphragm walls.

(vii) Common electrical works :

1. Installation and repairs of following:

(a) HT and LT Switchgears.

(b) Air-conditioning plants.

(c) Lifts, Escalators and conveyors, Installation and repairs works in connection with simultaneous interpretation systems.

(d) Gas plants.

2. Transformers.

3. Generating plant.

4. Machinery like bulldozer, Tractor scraper, Rollers, Lorries, Excavator etc.

5. Refrigerator cold storage plant.

6. Water coolers.

7. Hot water plant boilers.

8. Public address system, Conferencing system, Automatic vote recording system, Recorders.

9. Stage lighting.

10. Projector and other special equipment for theatre.

11. Repairs and calibration of various types of measuring instruments and relays etc.

12. Testing of transformer oil and dehydration and other type of high pential test.

13. Installation of Runway lighting, Taxiway lighting and Approach lighting system including control regulators, Relays and control panels.

14. Supply and erection of High Mast lighting.

15. Frequency converter.

16. Fabrication of steel cabin of body of trucks chassis.

17. Fire alarm.

18. Temporary illumination, Security Lighting and Wiring for Power Outlets for Metal Detectors in connection with Republic Day and Independence Day celebrations.

19. Supplying, installation, testing and commissioning of EPBAX system (equipments).

20. Supplying, installation, testing and commissioning of EPBAX system (cabling and wiring).

21. Illumination of caves and fibre optic lighting system.

22. Security system and fire alarm.

23. Building automation system.

24. Digital display board.

Procedural requirement

17.4.1Eligibility criteria should be made very clear in the Press Notice and NIT. In order to get competitive rates in respect of specialised jobs, press notice to some of the specialised firms, which in the opinion of NIT approving authority are likely to become eligible, may be sent.

17.4.2Tender papers should be issued only after ascertaining from the contractors their expertise and experience in the specialised field concerned.

The issue of tender papers to civil and electrical contractors will be regulated by nature of work namely civil or electrical. Details and expertise should be appended with the applications for issue of tender papers by intending tenderers.

17.5 In the case of some specialised jobs, by specialised firms, Guarantee Bonds are also required to be executed viz. Water proofing works and Anti-termite Treatment. The sample Guarantee Bond is reproduced in Appendix 21 and this will be on Stamp paper.

Sale of Tender Documents to Registered Contractors

17.6.1Tender schedules for CPWD works can be issued to contractors registered in CPWD in appropriate classes, contractors registered with the Railways/M.E.S./P&T in appropriate classes and contractors registered with the State PWDs in appropriate classes (for CPWD works within that state).

ADG of the Region has full powers to allow the State PWD Contractors to tender for works of CPWD outside the State in which they are enlisted. Whenever any State PWD contractor tenders for CPWD work outside the state in which he is registered, the authority issuing the tender papers should obtain a declaration from the contractor to the effect that he has not been debarred from tendering by any authority.

Tender schedules for CPWD works can be issued to the contractors registered with State PWDs in appropriate class (for CPWD works within that State).Contractors enlisted in the States of Uttar Pradesh, Bihar and Madhya Pradesh may be allowed to participate in tenders in Uttaranchal, Jharkhand and Chhatisgarh respectively till 31.12.02.

17.6.2If a contractor is enlisted in the CPWD as well as in MES, P&T, Railways or State PWDs he shall be eligible to tender for works upto the amount permitted by virtue of his enlistment in the CPWD even if he may be authorised to tender for bigger works in the MES/P&T and/or Railways or in the State PWDs.

17.7 The Register for Circulars imposing Penalty of one kind or the other as a result of the Review of Performance Reports of Contractors should invariably be consulted by the Executive Engineer before tenders are sold to the eligible contractors.

17.8 For deciding the limit upto 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 cost of work put to tender.

Supply of Duplicate set of Tender Documents

17.9 If so desired by a contractor, a duplicate set of tender documents, duly stamped as "Duplicate", may be issued to him at the cost of the original set of documents at the time of issue of the original papers. Duplicate copy can not be submitted as a tender. In case of loss of original set of documents, the contractor should be required to buy a second set and submit it as tender.

Procedure for Issuing Tender Documents to Non-Registered Contractors

17.10 The criteria for issue of tenders in CPWD in respect of eligible CPWD as well as non CPWD contractors will be as under:-

(a) For works costing upto Rs. two crores tender shall be issued only to CPWD contractors. (To come into effect w.e.f. 1.1.2003). Contractors enlisted in the parent states i.e. Uttar Pradesh, Bihar and Madhya Pradesh may also be allowed to participate in tenders in Uttaranchal, Jharkhand and Chhatisgarh respectively till 31.12.02. S.Es/E.Es may educate and advise the non CPWD contractors working in their circles/Divisions to get them enlisted in appropriate class in CPWD well before 1.1.03.

(b) For works costing over Rs. two crores and upto Rs. five crores, tenders shall be issued to all Contractors who have satisfactorily executed three similar works, each of value 40% of estimated cost or two works each of value 50% of estimated cost, or one work of 80% estimated cost (rounded off to nearest Rs.10 lakhs) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.

(c) For works costing over Rs. five crores, tenders shall be issued only to contractors pre-qualified in accordance with provisions of Section 16.

Sale of Tender Documents for Balance works

17.11.1 When under Clause 3 (c) of contract form 7 & 8, the unexecuted portion of the work is taken out of the hands of the original contractor, tender papers can be given to the original contractor, if asked for.

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

17.12 In case where a contractor is removed from the approved list of contractors maintained by CPWD for reasons other than that of inactivity, such contractor would not be eligible to take up works in CPWD on the basis of his enlistment in any other Engineering Department.

17.13 If the Executive Engineer concerned receives adverse report against any non CPWD contractor either from the Department in which he is enlisted or any other Department, he can stop issuing tenders to that contractor on the basis of such 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.

Time Interval between Sale of Tender Documents and Opening of Tenders

17.14 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.

Scale of Charges for Tender Documents

17.15 The following will be the scale of charges for the sale of tender forms to contractors :-

(a) Works costing upto Rs.One lakh with one copy of agreement to be supplied free of cost to the contractor in whose favour the work is awarded : Rs.150/-

(b) Works costing between Rs.One lakh and Rs.50 lakhs with one copy of agreement to be supplied free of cost to the contractor in whose favour the work is awarded : Rs. 500/-

(c) Works costing more than Rs. fifty lakhs and upto Rs. two crores with one copy of agreement to be supplied free of cost to the contractor in whose favour the work is awarded : Rs. 1000/-

(d) Works costing above Rs. two crores with one copy of agreement to be supplied free of cost to the contractor in whose favour the work is awarded : Rs.1500/-.

17.16 Authorities competent to approve N.I.Ts 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.

17.17 The agreement form CPWD 7 & 8 contains general conditions of contract for works in CPWD and shall be applicable both for item rate as well as percentage rate tenders, as mentioned in general conditions No.4,10 & 12 of the form.

The issue & recovery of stipulated materials to contractors for use in construction works is governed by clause 10 & 42 of CPWD 7 & 8. Recovery of stipulated materials used by contractor beyond permissible variations is to be made at rates specified in Schedule "F". 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 7/8, and will be fixed at the issue rate at which materials are stipulated for issue + ten per cent.

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.

Clause 12(vi) of the New Agreement Form 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 will be stipulated by authorities approving NITs, for operation of Clause 12(vi) of form unless there are specific reasons to adopt different deviation limits for a particular work.

(i) For building works 30%

(ii) For maintenance works and building works of time bound, urgent and emergent nature 50%

(iii) For foundation works 100%

Clause 10(B) Mobilisation advance for works estimated to cost Rs.Two Crores and above, shall be admissible upto 10% of estimated cost put to tender or 10% of tendered amount or Rs. one crore whichever is less. This advance shall be on 10% simple interest. Such advance shall be released in not less than two instalments.

17.18 Plans and drawings must be supplied along with tender documents. If complete drawings are not available, written approval of NIT approving authority should be taken before issuing tender documents. In such case, plans and drawing should be kept with the ASW/ Head Draftsman in the drawing branch for study by the contractors and a certificate obtained in lieu of having seen the plans.

Accounting of Tender Documents

17.19 The following is the procedure, laid down for the accounting of tender documents:

(a) All tender documents should be priced and the price given on the document.

(b) All the tender documents should be kept in 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/SDC should be entered in the register.

(d) The register should contain a chronological record of the issue of tender documents showing the name of the person 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/unutilised tender documents must be destroyed after one month of acceptance of tenders.

17.20 To avoid the possibility of bogus and fake tenders being submitted, it is necessary that tender documents are sold individually and acknowledgements taken from contractors or their accredited representatives in the sale Register of Tenders while handing over tender documents to them. In cases where tender documents are transmitted by post, these should be despatched by Registered A.D. Post.

SECTION 18

Receipt, Opening and Acceptance of Tenders

18.1 With a view to avoiding 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.

Receipt of Tenders

18.2.1All the tenders in the power of Executive Engineer and higher officers shall be received in the Divisional office. Tenders in power of Assistant Executive Engineer/Assistant Engineer shall be received in the Sub-Division.

18.2.2The tenderers shall be asked to put the earnest money in acceptable form (see Section 19) and the tender in separate sealed covers marked "Earnest Money" and "Tender" respectively. Both the envelops shall then be put in another sealed cover for submission. In cases where earnest money in cash is acceptable, the same shall be deposited with the cashier of the Division and the receipt placed in the envelop meant for earnest money. In cases where exemption from depositing the earnest money with individual tenders has been obtained, the attested copy of exemption letter shall be placed in the envelop meant for earnest money.

18.2.3In respect of following works, two bid system i.e. getting Technical bid and Financial bid in separate covers shall be adopted :

(i) Works costing more than Rs. one crore.

(ii) Special items like bridges, pile foundations etc. where lump sum tenders or tenders based on contractors designs are called.

(iii) Supplies involving strict technical standards.

Where the evaluation of technical bid is expected to take time, the deposition of earnest money along with the technical bid may not be insisted upon. In such cases, the earnest money may be deposited at the time of opening financial bids.

Opening of Tenders

18.3.1Tenders should be opened in the presence of such intending contractors or their representatives as may choose to attend at the time and place which should be advertised. Tenders should be entered in the Register Form PWD 41.

The tenders 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.

18.3.2The officer opening the tender should first open the envelop marked "Earnest Money" and if the earnest money is found in order, then only should he proceed to open the envelop marked "Tender". In case the earnest money is not found in order, the tender should be returned to the tenderer on the spot if he is present there, otherwise later by registered post. Only an entry shall be made in the tender opening register to this effect.

Any deviation from this procedure considered necessary by the NIT approving authority in individual cases shall be referred with full justification to DG(W) for a decision.

18.3.3In case of two bid system, technical bids shall be opened first and after technical evaluation is completed, financial bid in respect of technically acceptable offers only shall be opened. In cases where deposition of earnest money along with the tender was not insisted upon due to expected longer time in evaluation of technical bids, as provided in para 18.2.3, the financial bid should be opened only after getting the earnest money.

18.3.4The Officer opening the tenders should mark all corrections, cuttings, conditions, additions and over-writings and number them and attest them in red ink. In case of a number of corrections in any rate 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.

18.3.5The number of such corrections, cuttings, additions, conditions and over writings must be clearly mentioned at the end of each page of Schedule attached to the tender paper and properly attested with the date. Any omission observed should also be brought out clearly on each page of the Schedule.

18.3.6The corrections, cuttings, conditions, additions and over writings etc., should be allotted separate numbers, i.e. corrections should start form 1, 2, 3, etc. and over writings should similarly start separately from 1, 2, 3 etc.

18.3.7Any ambiguities in rates quoted by tenderers, in words or figures must be clearly indicated on each page of the schedule attached to the tender to which it concerns.

18.3.8In case 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.

18.3.9Where the contractors have omitted to quote the rates in figures or in words, the Officer opening the tender should record the omissions on each page of the Schedule.

18.3.10 The Divisional/Sub-divisional Officer should see that the Contractors 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 should himself write the rates in words at the time of opening of tenders and initiate action against the contractor.

18.3.11 The contractor 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 Departments to take disciplinary action against the Contractor.

18.3.12 The Divisional Accountant (SDC in Sub-Division) should be encouraged to be present at the time of opening of tenders. Tenderer should also be encouraged to be present at the time of opening of the tenders. 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 different tenderers may be read out, if required by the tenderers present.

18.3.13 After opening the tenders in the manner mentioned above, and keeping a record as given in para 18.3.14.1, and preparation of comparative statement, the Executive Engineer will send the same to the office of SE/CE (i.e. the accepting authority concerned) and the detailed scrutiny will be done in the office of that accepting authority. The market rates for preparation of justification will, however, be sent by EE.

In case of tenders within the powers of ADG/DGW/CW Board, complete scrutiny will be done in the office of CE concerned.

18.3.14 A complete comparative statement of all tenders received in response to the notice should be drawn up in the office of EE in CPWD Form No. 13 or 14 as the case may be and the following instructions should be carefully noted :

18.3.14.1 The Officers opening the tender should prepare in their own hand a statement in the tender opening register, of the "Percentage and Lump Sum" tenders received and should sign that statement. In the case of item rate tenders they need prepare only a list of tenders received.

18.3.14.2 Care should be taken in preparing and scrutinizing comparative statements of tenders to guard against arithmetical and other mistakes. Failure to do this may result in work being awarded to a contractor who is not lowest acceptable tenderer a contingency which must be guarded against.

18.3.15 The detailed arrangements for proper check of tenders and comparative statement are left to the NIT approving authority but any such arrangements must provide :

18.3.15.1 That the work will be carried out under the control of Financial Officer in Chief Engineer's Office, Executive Engineer (Planning) in Superintending Engineer's office, Divisional Accountant in Division Office and by Sub-Divisional Clerk in Sub-Division. 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 tenders should not be taken outside the branch in any case. Tenders and related papers must be kept under lock & key by the officials before leaving the office.

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

18.3.15.3 That the Divisional Accountant or the concerned officer mentioned in para 18.3.15.1 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 18.3.16 below.

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

18.3.15.4.1 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.

18.3.15.4.2 When the amount of an item is not worked out by the contractor or 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.

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

18.3.15.4.4 In the case of percentage Rate Tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. 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.

18.3.15.5 That the NIT approving authority himself makes an intelligent scrutiny of the tenders and the statement.

18.3.15.6 That the NIT approving authority makes proper arrangements for the safe custody of tenders and comparative statements while computations are being made in his office.

18.3.15.7 When contractors 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 contractor's own handwriting in Indian script and in the case of illiterate contractor the amount of tenders should be attested by one of the witnesses.

18.3.15.8 All corrections should be carried out neatly and clearly and initialled by the person making the corrections. The corrections then shall be attested by the authority concerned.

18.3.16 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 :

18.3.16.1 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.

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

18.3.16.3 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.

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

18.3.17.1 The Divisional Accountant himself should not be called on to do any of the actual computing work or of the preparations of comparative checking arrangements and himself doing a reasonable amount of test check. In fact, an Executive Engineer would be quite entitled to ask 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 was accurate. There is no objection for the employment of accounts clerks as distinct from the 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 Accountant, if he thought this the more satisfactory method of ensuring accurate check to reserve or to detail one or more of the accounts clerks solely for him to satisfy himself that any check has been properly done.

18.3.17.2 It is essential that there be no hurrying the work of computing tenders and of checking computations and an accountant is entitled to claim that reasonable time should be allowed for him to satisfy himself that any check has been properly done.

18.3.17.3 The Sub-Divisional Clerk/Divisional Accountant should record the following certificate on the comparative statement :

"Certified that :

I have personally conducted a test check of the computed and checked tenders including the three lowest 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."

Acceptance of Tenders

18.4.1.1 Top priority should be given to decide the award of work on receipt of tenders. In order to minimise chances of delay, time table as per Appendix 22 should be observed for dealing with the tenders by different authorities.

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

18.4.2 The following instructions should be scrupulously followed.

18.4.2.1 The tenderers are not expected to make any post tender modifications. Any such case should be viewed seriously and action taken under the provision of form PWD 6 and rules for enlistment of contractors and matter reported to the Registering Authority for the disciplinary action. In any case, the contractors should not be allowed any undue advantage of such modifications.

18.4.2.2 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.

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

18.4.2.4 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 NIT approving authority on account of higher quoted rates, while forwarding tenders to the higher authority, details like (a) validity period of the tender, (b) time already taken for scrutiny, (c) balance period available, should prominently be indicated to ensure that there is no delay in processing of tenders and decisions are taken well in time.

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

18.4.3 CPWD Officers at appropriate level are authorised to accept tenders in anticipation of revised expenditure sanction by the competent authority subject to the following conditions and limits:

18.4.3.1 The tendered rates are certified as reasonable by the appropriate officer in the CPWD accepting the tender as per the provisions in CPWD Works Manual 2002.

18.4.3.2 The CPWD Officers accepting the tender, also certify that the scope of the work, as approved by the competent administrative authority, remains unchanged.

18.4.3.3 Where the items included in the tender are available in the current schedule of Rates, the amount of tender to be accepted does not exceed by more than 5% of the amount worked out on the basis of the current schedule of Rates plus (or minus) the enhancement (or decrease) on account of relevant cost index, authorised by the concerned Chief Engineer, CPWD. Excess beyond 5% and upto 10% only may be permitted with the prior approval of next higher authority.

18.4.3.4 Where the current schedule of rates referred to in para 18.4.3.3 above is not available or the items, covering bulk of work are not available in that Schedule of Rates, approval of concerned Chief Engineer is obtained regarding the reasonableness of the tendered rates.

18.4.3.5 The CPWD Officers, 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.

18.4.3.6 The revised estimates for the work should be submitted within a month of acceptance of the tender, to the competent administrative authority.

Central Works Board

18.5 As laid down in the CPWD code, the Government of India constituted a Central Works board which acts as body in the matter of acceptance of contracts and other miscellaneous matters relating to execution of works.

Composition of the Board

18.6 The board consists of a Chairman and two Members. The DG (W) acts as the Chairman with a view to ensure that the recommendations made by the Board are technically feasible. Of the two members one is the Director (Works), and the other is Chief Controller of Accounts, Ministry of Urban Development & Poverty Allevation representing integrated finance in the Ministry of Finance, to watch financial interest of the Government. Financial Officer to DG (W) acts as Secretary of the Board and the Ministerial work of the Board is done by the Office of the DG (W).

The Board has the authority to co-opt as members, non-official experts and the representatives of the Administrative Departments of the Government of

India when so required for advice on matters as to the execution of specialised projects i.e. Aviation Works, Factory Works, Projects etc.

18.7.1Tenders above the power of acceptance of DG (W) are submitted to the Board for their consideration. These tenders are accepted by the respective Chief Engineers with the prior approval of the Board. Similarly the works without call of tenders costing more than the power of DGW are required to be submitted to the Central Works Board, and thereafter accepted by the respective Chief Engineers.

18.7.2Tenders submitted to Central Works Board for consideration and approval are required to be supported with detailed information as per the proforma as per Appendix 23. This proforma has to be very carefully complied so that the information furnished is complete in all respects, there is no room for further queries and back references to Chief Engineers. Six legible copies of the proforma along with the comparative statement, NIT and tenders should be submitted by Chief Engineers to the Central Works Board along with the rates at which works of similar nature were awarded in the recent past.

18.8 In accordance with the CPWD code, in cases where materials are supplied by Government to the Contractor, the amount of the contract should, for the purpose of determining the authority competent to accept it, be taken to be the net amount to be paid to the contractor, exclusive of cost of the materials so supplied calculated at issue rate.

18.9 The officers of CPWD shall not accept tenders in the following cases :

18.9.1When the tender relates to a work not yet technically sanctioned. It may also be ensured that at the time of technical sanction the following are available:

(a) Detailed architectural drawings and specifications including items where rates are based on them.

(b) Structural drawings for foundations.

(c) Structural drawings of superstructure upto slab at level 2.

(d) Plans of internal and external services.

(e) It is also to be ensured that NIT shall be approved only if the following are available:

(i) Site, funds and approval of local bodies to plans.

(ii) Confirmation that materials to be issued to the contractor would be available.

(iii) Arrangement for issue of remaining drawings well in advance of actual requirement at site as per the programme of construction.

18.9.2When tender exceeds the amount technically sanctioned for the work by an amount greater than the power of the technical sanctioning authority. Revised technical sanction is required to be issued by the next higher authority before acceptance of tender.

18.9.3When tender involves liabilities exceeding the sanction for the works by an amount greater than 10% as such excess will require a revised expenditure sanction which should be applied for as soon as such an excess is foreseen.

18.9.4In the case of road works under administrative control of MOT, Department of Surface Transport (Roads Wing) an excess upto 15% of the sanctioned amount or Rs. one crore whichever is less is permissible.

18.9.5Until an assurance has been received either at the time of communication of expenditure sanction or subsequently, from the authority competent to provide the necessary funds that they will be allocated before the liability matures.

18.10.1 The reasons for accepting or rejecting a tender should be recorded on a separate sheet which should be attached to the comparative statement and removed before the case goes back into the office.

18.10.2 This sheet should be kept in the custody of the accepting authority and should not be sent into the office. It may be shown to the Gazetted Officer of the Audit Department on inspection, if he desires to see it.

18.11.1 If the lowest tenderer backs out, there should be re-tendering in a transparent and fair manner. In such a situation authority may call for limited or short notice tender if so justified in the interest of work and take decision on the basis of lowest tender.

18.11.2 In case the lowest tender is less than the estimated cost + 10% then no justification will be required to be given. Accepting authority however has to satisfy himself regarding the reasonability of rates of the lowest tender with those accepted in the recent past for similar works in the same area to ensure that above power is judiciously used.

Acceptance of Tenders at Market Rates with allowable Variations

18.12.1 It is not enough to accept the lowest tender. The tendered rates should be reasonable considering the market condition and other factors pertaining to particular works. Variations up to plus 5% in amount over the amount worked out at prevalent market rates may be ignored. In case of greater emergency, variation up to plus 10% might be allowed, but in no case, rate higher than 10% should be accepted.

Award of Works to Pubic Sector Enterprises

18.12.3 Purchase preference shall be given to the Public Sector Enterprises as per para 14.6.

Award of Work to State Government Contractors and Contractors of other Departments

18.12.4 When a contractor belonging to another Department, i.e. M.E.S./ Railway/ P &T or State P.W.Ds is issued a tender for particular work, immediately reference should be made by the E.E. to the authorities concerned to ascertain and verify the technical capabilities and financial resources of that contractor and the report received from that authority must be forwarded to the authority competent to accept the tender.

18.12.5 Where high rated tenders are accepted the authorities accepting such tenders should satisfy themselves about their reasonableness, taking into consideration the schedule rate plus increase in cost index plus other facts if any and should be in a position to justify the rates at which work is awarded. This justification should be placed on record. The plea that it is very difficult to justify the high rates or that the rises are due to various factors is not tenable. If the

Executive Officers keep themselves abreast of the changing circumstances, a rough approximation can certainly be made although not with so much exactitude.

18.12.6.1 In the preparation of justification statement for considering reasonableness of tenders, at present, mainly two methods are being followed with slight modifications, in CPWD. The first method consists of preparing detailed analysis of rates by taking market rates of labour, materials and cartage etc. The method of analysing item is the same as given in standard CPWD Analysis of Rates for major items on the whole costing about 90% of the estimated cost put to tender and working out the justified percentage on this basis. The second method consists of calculating the increase in cost due to (i) above increase in rates of stipulated materials over those adopted in schedule of rates used for estimate, (ii) increase in rates of non stipulated materials and (iii) increase in cost of labour. Any other suitable method may also be adopted.

For the justification of tenders, the issue rate (and not the market rate) of stipulated materials shall be considered for items where issue of materials is to be done, irrespective of the quantity of stipulated materials stated in the draft NIT/tender documents.

18.12.6.2 Items constituting about 90% of the estimated cost of work should be considered for preparation of justification statement. Items to be considered should be so selected which have higher estimated cost and amount. One should start with items having the highest estimated amount and then next lower in the descending order and so on, till the fixed percentage of estimated amount i.e. about 90% is reached.

18.12.6.3 The element of increase in cost due to materials stipulated for issue in tender documents such as cement, steel, etc. should be worked out by calculating the difference in the cost of these materials at issue rates plus 2 - 1/2% handling charges and estimated cost of these materials at Schedule rates plus 10% contractor's profits and over heads.

18.12.6.4 Increases in cost due to non-stipulated materials should be worked out by calculating the difference in cost of these materials at market rates plus 10% and the corresponding cost of these materials at rates indicated in the Schedule of Rates applicable plus 10%.

18.12.6.5 The element of carriage should be calculated separately for major materials because the leads of various materials would not be the same in different works. The increase in cost of carriage element for materials like steel, bricks, aggregates, sand, timber etc. may be considered. The market rates for items like Terrazzo tiles, A.C. sheets, sanitary fittings etc. should be inclusive of carriage and increase in their carriage need not be considered separately.

18.12.6.6 The increase in cost due to prevailing labour rates is to be worked out on the pattern of cost index taking weightages for labour only.

18.13.1 The adoption of a particular method should be decided judiciously by the authority competent to accept the tenders. In case of tenders to be accepted by the Central Works Board, the adoption of a particular method could be decided by the concerned Chief Engineer.

18.13.2 In the case of NITs approved by the SEs/CEs, they may collect the following details from the Executive Engineer :

(a) Market rates of spectifed items of non-stipulated materials and lead involved.

(b) Market rates of specified categories of labour.

18.14 The NIT approving authority shall take the help of Executive Engineer and other organisations like Bureau of Economics and statistics, Delhi Administration etc. for ascertaining the market rates.

18.14.1 For adopting rates for materials, it is necessary to consider all the factors regarding the rate. For example, discount on the price list are offered in many cases. In such cases, it is necessary to consider the discount also while adopting the market rate of the particular material. Detailed instructions for this also exists in Circular No. DGW/Acctts/17 dated 30.5.91 which is also applicable for all types of items (i.e. Civil, Electrical, Horticulture etc.).

Acceptance of Single Tender

18.15 There are occasions when in response to call for tender only single tender is received. The power of various officers of this Department have been restricted to some extent with regard to acceptance of Single Tender. These powers are given in the Appendix 1.

Procedure for Conducting Negotiations

18.16 Negotiations should not be conducted with the tenderer but in cases where it becomes necessary to do so, negotiations should be restricted only to the lowest tenderer.

It is, however, clarified that though no post tender rebate reduction in any manner will be accepted, this does not restrict the officers to negotiate with the first lowest contractor/tenderer.

Procedure for Conducting Negotiations for award of contracts requiring approval of the ADG/DGW/Central Works Board

18.17 No tenders, which are required to be accepted with the approval of the Central Works Board/DG(W)/ADG, should be rejected by any lower authority and all such tenders should be submitted to the Board/DG(W)/ADG for consideration. It will be for the Board/DG(W)/ADG to reject them or to approve them or to authorize negotiations.

It is clarified that if negotiations are required in case of tender to be sent to Central Works Board CE will negotiate with the lowest tenderer before sending the tender, to Central Works Board.

Communication of Acceptance of Tender

18.18.1 The tender for works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. (Appendix - 22)

18.18.2 After the tender for the work has been accepted the same will be communicated to the contractor in the following form : (Annexure)

A copy of the letter should also be endorsed to the following in addition to the Departmental Officers and the concerned branches:

(i) Assistant Labour Commissioner (Central).

(ii) Conciliation Officer (Central).

(iii) Income-tax Officer (Concerned).

(iv) Labour Officer.

(v) SE(TLQA) of the region/SE(QA) Core Wing.

(vi) Contractor's enlistment authority.

Annexure

(BY REGISTERED POST)

(Form of letter of acceptance of tender)

From

The Executive Engineer, Division,

C.P.W.D.

To (Name and address of the Contractor)

No. .....Dated, the .....

Subject .....

Dear sir (s),

Your tender for the work mentioned above has been accepted on behalf of the President of India at your tendered percentage of ..... below/above the estimated cost, tendered amount of Rs. .....

2. You are requested to attend this office to complete the formal agreement within fifteen days from the stipulated date of start.

3. You are also directed to start the work at once. Please note that the time allowed for carrying out the work as entered in the tender, shall be reckoned from the ..... day after the date of this order to commence work.

4. You are requested to contact the Assistant Engineer ..... (Complete address) for taking possession of site and starting the work.

Yours faithfully,

EE

For and on behalf of President of India

18.18.3 The tenderers whose tenders are rejected should be sent written intimation about the rejection.

18.19 In special case where the work is required to be completed in short time and it is not desirable to allow 10 days period for commencement of work, Central PWD Officers may reduce this period and make necessary change in contract form and the letter of acceptance of tender.

18.20 In the acceptance letter, the officer accepting the tender should give a reference of all the contractor's letter received with the tender or thereafter and/or incorporate the fact of acceptance or rejection of the condition mentioned in the letter of the contractor.

SECTION 19

Earnest Money

Necessity for Earnest Money

19.1.1According to the practice in Central PWD, earnest money is paid by each tenderer to enable Government to ensure that a tenderer does not refuse to execute the work after it has been awarded to him. In case where a tenderer fails to commence the work awarded to him, the earnest money is absolutely forfeited to the President.

19.1.2If 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 with reference to the estimated cost of the work so awarded.

Rates of Earnest Money

19.2 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. Twenty five crores — 2% of the estimated cost .

(ii) For works estimated to cost more than Rs. twenty five crores — Rs. fifty lakhs plus 1% of the excess of estimated cost over Rs. twenty five crores.

19.2.1Rules For Enlistment of Contractors in CPWD, 2001, do not provide for exemption of depositing earnest money with individual tenders by the contractors. Therefore, no exemption of earnest money against lump sum deposit is to be mentioned in the enlistment/revalidation orders.

Mode of Deposit

19.3 The earnest money may be accepted only in the following forms :

(i) Cash upto Rs.10,000/-.

(ii) Treasury Challan.

(iii) Deposit at Call receipt of a Scheduled Bank guaranteed by the Reserve Bank of India.

(iv) Banker's Cheque.

(v) Demand Draft.

(vi) FDR.

It should be ensured that the FDR is valid for a period of six months or more after last date of receipt of tenders and that it is pledged in favour of the tender inviting authority.

If the banks are closed on the day of opening of tenders, the date of opening shall be postponed suitably.

19.4 When it is required that earnest money should be deposited in the Treasury/accredited Bank direct by the Contractor the Divisional Officer/Sub-Divisional officer should prepare Challan (Form TR 6/GAR 7 in-duplicate). The classification should be correctly noted in the column "Head of Account". The earnest money for individual works shall be classified under the Head "Revenue Deposits". The Challan in-duplicate may then be handed over to the Contractor who should pay the amount into the Treasury of Bank on behalf of the Divisional Officer/Sub-Divisional Officer. The receipted challan shall be sent by the Contractor along with the tender.

Refund of Earnest Money

19.5.1Earnest money given by all contractors except the lowest tenderer should be refunded within a week from the date of receipt of tenders. Entry of D.D./Banker's cheque received with tenders as earnest money may be kept in tender opening register and these need not be deposited in the bank except for the lowest tenderer.

19.5.2.1 The EE should periodically review the tender registers with a view to ensure that the Earnest money is refunded in time. If the tenderers do not come forward to get their challans endorsed for refund the challans should be sent to them by Registered post within a week after expiry of the prescribed period.

19.5.2.2 To avoid delay in refund of earnest money and also to avoid chances of mal-practices as a consequence of such delay, written intimation about rejection of tenders should always be sent as per para 18.17.3 under Section 18 of CPWD Works Manual 2002 and a note should also be recorded on the office copy of the acceptance letter that the intimation to the tenderers whose tenders have been rejected has been sent.

19.6.1In cases where earnest money is deposited direct into the Treasury or Bank and receipted Challan submitted along with the tenders the amount will be refunded in the case of unsuccessful contractors by making requisite endorsement on the original challans as per Rule 630 of the Central Treasury Rules.

19.6.2In the case of successful tenders the transfer of the amount to the credit of the PWD Division will be got effected, as per rule 631 of Central Treasury Rules and the amount then noted on both sides of the cash book as receipt from the contractor creditable to PWD and payment into Treasury. The amount should, then, be included in the amount of the consolidated Treasury receipt for the month to be obtained from the Treasury Officer.

19.6.3Earnest money deposits of Civil Departments 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 can part payment be made.

19.6.4If the departmental officer desires that an Item of earnest money deposit, instead of being refunded be carried to the credit of the Government in the Consolidated Fund 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.

19.7 As an exemption earnest money in Legal Tender notes and deposit at call receipt of Scheduled Banks attached to the tender and returned to the

Contractors whose tenders are rejected on the same day as the tenders are opened by the Divisional Officer, need not pass through the Division Accounts, provided that the contractor concerned gives a stamped receipt for the money in the register maintained in the Divisional Office and that the register is to that extent treated as a subsidiary cash book and consequently as an accounts form. Earnest money which is received prior to the date fixed for opening of the tenders, or which for any reason cannot be refunded on that day should be brought to account in the cash book and returned subsequently to the contractors under the ordinary rules.

Earnest Money is not Security Deposit

19.8 The earnest money, which a tenderer for a CONTRACT is called upon to furnish along with his 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.

Forfeiture of Earnest Money

19.9.1If any tenderer withdraws his tender within the validity period or makes any modifications 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% percent of the earnest money absolutely.

19.9.2In case the contractor fails to commence the work specified in the tender documents on 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 Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

19.9.3In cases where work/supply is awarded on the basis of quotations and a condition for depositing earnest money is laid down in the notice inviting quotation, 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 Government 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 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 prescribed time or abandons the work/supply before its completion."

19.10 In composite contract for dismantling of existing structure and construction of new structures, the contractor shall be required to deposit caution money equivalent to 50% of the credit likely to be obtained from dismantled materials before the site is handed over to the contractor. This caution money shall be refunded after the cost of dismantled material if finally recovered and the site is cleared by the contractor.

SECTION 20

Security Deposit

Rate of Security Deposit

20.1 The security deposit will be collected by deductions from the running bills of the contractors at the rate mentioned below and the earnest money, if deposited in cash at the time of tender, will be treated as part of security deposit. The security deposit will also be accepted in cash or in the form of Government Securities, Fixed Deposit Receipts. Performance security may be accepted as Bank Guarantee of Scheduled Banks and State Bank of India :

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to Security Deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.

Forms of Security Deposit

The security from a contractor should be taken in one of the forms recognised by the Government of India, such as given below. Conditions noted against each form of security deposit should invariably be kept in view. The recognised forms of interest bearing securities and the conditions to which they are subject, are indicated below:-

Forms of Security Conditions

1 2

SECTION 21

Refund of Security Deposit and Performance Security

Conditions for Refund of Security Deposit

21.1 The Security Deposit and Performance Security shall not be refunded to a contractor except in accordance with the terms of his security bond or agreement.

21.2.1In case of works executed against agreements in Forms PWD 7 & 8 the refund of security deposit to a contractor on the completion of works is regulated by Clause 17 thereof. This clause envisages the issue of a completion certificate in terms of Clause 8 of the Contract. Such completion certificate shall be issued by the authority in a manner detailed in section 29.

21.2.2The Performance Security shall be refunded to the contractor on completion of the work and recording of the completion certificate as above.

21.3 In cases the completion certificate is recorded by a junior Engineer/Sectional Officer, the S.D.O. concerned shall countersign it within one month. In case of works costing more than the normal acceptance power of tender of EE, the original certificate must be recorded by the S.D.O. and countersigned by the Executive Engineer within one month. If the S.D.O. is not available the Executive Engineer should himself record the certificate.

21.4 The period of maintenance as prescribed in Clause 17 of 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 final bill has been prepared and passed for payment, which ever is later.

21.5 The Divisional Officers should keep a close watch on the delays in the refund of security deposit to contractors and for this purpose they should periodically review the register of security deposit Form PWA 67 maintained in the Division. (The instructions contained in para 22.4.20 of the CPWA. Code will continue to be observed as a normal procedure).

Lumpsum Deposits Recoveries and Release

21.6 Once the recoveries become due from the 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 pend or be in abeyance on account of the case being before the arbitrator. Action in terms of the award can be taken after the award is received and accepted by competent authority. The recovery of overpaid amounts should be effected as early as possible and the recovery should not be held in abeyance during the pendency of arbitration proceeding.

Time Limit on Claims for Refund of Security Deposit

21.7 The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years commencing from the date the right to due accrues. In the case of security deposit paid along with the individual contract, the right to due would accrue under Clause 17 after the maintenance period or payment of final bill whichever is later.

Refund of Security Deposit, regarding Specialised Items of Work

21.8 The specialised items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters etc. shall be entrusted to specialised firms or registered contractor but they should be asked to give a specific guarantee that they shall be responsible for removal of any defect cropping up in these works executed by them with in guarantee period. The form of the guarantee to be executed by the contractors is given vide Appendix - 24. It has further been decided that 10% of 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. 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 reviewed by the EE. The Register will contain the following heads :—

Name of the work:

Date of completion:

Specification in brief:

Rate paid.

Name of the firm/or registered contractors:

History of all defects with date noticed during the guarantee period, and

Action taken by the firm.

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

Divisional Accountant's responsibility for prompt Refund of Security Deposit

21.9 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 refunded without waiting for any application from the contractor.

SECTION 22

Agreements/Contracts Essential Features

22.1.1The Ministry have full powers to accept tenders and are authorised to frame subsidiary rules relating to the calling for or acceptance of the tenders and the general procedures connected with the contracts. There are, however, certain general principles and guide lines laid down for acceptance of tenders which are required to be observed by subordinate authorities empowered to enter into contract or agreement involving expenditure from Public Funds.

22.1.2No contract shall be made by a subordinate authority which has not been directed or authorised to do so by or under the orders of the President in terms of Article 299 (1) of the Constitution.

22.1.3The President should be made a party to every contract of the Government and the words "for and on behalf of the President of India" should follow the designation appended below the signature of the Officer authorised in this behalf under Article 299 of the Constitution and executing the contract.

22.1.4Terms of contract must be precise and definite and there must be no room for ambiguity or misconstruction therein. In Central P.W.D. standard contract forms have been prescribed to avoid this contingency. The alternative conditions given in the standard forms which are not applicable to a particular contract should be invariably scored out. In case where 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.

22.1.5No relaxation of specification in a contract, or relaxation of the terms of an agreement entered into by the government should be made without proper examination of the financial effect involved in 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.

22.1.6"Cost Plus" contract should be avoided except where they are inevitable and prior written approval of DG(W) 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.

22.1.7The terms of the contract once entered into should not be materially varied without the previous consent of the authority competent to accept tender/offer for the contract as so varied. No 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 authorised without the prior approval of the Ministry of Finance. A variation of the terms of contract which has been approved by such officer, shall be made by writing executed "for and on behalf of the President of India" by an Officer who is authorised by the order under Article 299 of the Constitution to execute the original contract.

22.1.8No contract involving an uncertain or indefinite liability or any condition of an unusual character should be entered into without the previous consent of the Ministry of Finance.

Power to Sign Agreements

22.2.1.1 The Divisional Officer shall sign all agreements for execution of works "for and on behalf of the President of India" after the acceptance of tenders by the competent authority. However, the Sub-Divisional Officers, instead of Divisional Officers, can sign the agreements for works costing within their powers "for and on behalf of the President of India" after the tenders have been accepted, by the competent authority. In case the tendered amount of a tender, which was initially within Sub-Divisional Officers' power of acceptance, goes beyond his power and is accepted by the Executive Engineer, the contract will be signed by the Sub-Divisional Officer after such acceptance by the Executive Engineer.

22.2.1.2 There should be no delay in executing the agreement as soon as tenders have been accepted. 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. A record of the agreements drawn up should be kept in Form PWD 42.

Recording of Date of Acceptance of Tender in the Agreement

22.2.2The date of acceptance of tender as shown in the letter of acceptance of tender and award of work issued to the contractor, which forms part of the agreement, should be indicated in the space at the bottom portion of Page 2 of Agreement Form PWD 7, 8 etc. as the case may be.

22.2.3Before signing 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 NIT, should be corrected.

Supply of Copies of Contracts to Contractors

22.3 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. For any additional copies required by the contractor the following prices be charged for each copy:—

(i) Works costing upto Rs. One lakh. Rs. 0150/-

(ii) Works costing between Rs. One lakh and Rs. fifty lakhs. Rs. 0500/-

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

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

The additional copies should not be marked "

SECTION 23

Extra Substituted and Deviated Items of Work

Deviation

23.1 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. In other words, the nomenclature of work remains the same but the quantities vary with those provided in the agreement. The powers of the officers to approve such deviations in quantities of agreement items are given in Appendix-1.

The powers delegated to various officers may be exercised independently. This mean that upto S.E. level, the total deviation can be approved to the extent of 60% (10% by AE, 20% by EE & 30% S.E.) subject to permissible deviation as per agreement.

Prior Sanction of Competent Authority Necessary

23.2.1No deviation in the quantity of any item should be made at site without the prior approval of the competent authority.

23.2.2The Junior Engineer/Assistant Engineer in-charge of the work shall be responsible to assess the anticipated deviation and to initiate Deviation item Statement for the work to be done in excess of the agreement quantity of any item well in advance. They shall allow the execution of work in excess of the agreement quantity only after the excess over the agreement quantity has been approved by the competent authority.

23.2.3The fact that the deviations are shown in the architect's plans should not be construed as having the sanction of the competent authority. The Architect should similarly, obtain prior concurrence of the technical sanctioning authority for making deviations from the approved plans, on the basis of which, estimates have been framed and tenders called for.

23.2.4In case payment for the work done in excess of the agreement quantity of any item has been included in any running account bill or final bill without the approval of such excess by the competent authority, it shall be the responsibility of the Auditor and the Divisional Accountant/Head of the accounts Branch of the Divisional Office to bring it to the notice of the Executive Engineer who shall allow payment for the quantity upto which excess has been approved by the competent authority and pass the running account bill/final bill accordingly.

23.3 As per the provisions of Clause 12.1.2 vi(A) & vi(B), payment for quantities which exceed the deviation limit stipulated in Schedule – F for any individual item of work will be made as per provisions contained in Clause 12.2. or 12.3. In all such cases, rates for payment for quantities exceeding the deviation limit will be sanctioned by the authority who accepted the tender before payment is released to guard against overpayment in cases where market rate is less than the agreement rate. In cases of tenders accepted by the AE, rates for payment for quantities exceeding the deviation limit will, however, be made with the prior approval of Executive Engineer.

Extra/Substituted Items

23.4.1Extra items of work are Items, which are completely new and in addition to the items in contract.

23.4.2Substituted items are items which are taken up in lieu of those already provided in the contract. These are with partial modification in items of work in the contract. If an agreement item is completely changed, the new time taken up in lieu of it is an Extra Item.

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

23.6 No extra/substituted item should be executed without the prior approval of the authority who accorded the technical sanction.

23.7 The Technical Sanctioning Authority shall have full powers to approve rates for Extra/Substituted items. However, in case of works technically sanctioned by AE/AEE/EE, if the amount of Extra/ Substituted items exceeds 30% of the agreement amount, the excess over 30% shall be approved by the next higher authority.

23.8 The contractor will be asked not to include the Extra/Substituted items in the bill till the sanction of the rates by the competent authority. Even if he does, it will be the duty of the Divisional Accountant to bring this fact to the notice of the Executive Engineer, who will not release the payment against such items.

23.8.1The payment of extra item and deviation item beyond the permissible limit as given in the agreement 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.

Fixation of Rates for Deviated/Extra/Substituted Items

23.9 For working out of rates under sub-clause 12.1.2 (i), (ii), (iii), (iv), and (viA) & (viB) of Clause 12 of Form (PWD 7 and 8) the contractor is not required to submit his rates and these have to be worked out in accordance with the provisions made therein.

The same can be and should be done by the Engineer-in-Charge well in advance of the taking up of the work connected with the extra/substituted items in question and without waiting for any reference from the contractor.

Measurements for Inadmissible Items

23.10 In case of items which are claimed by the contractor but are not admissible according to the Department, measurements should be taken for record purposes only and without prejudice 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 should, however, be made in red ink against such measurements to guard against payment in the ordinary way.

Rates for Extra Items allowing Profits and Overheads on Stipulated Material Supplied to Contractors

23.11 2.5% may be added as profit and over heads over the issue rates of materials stipulated in the contract while analysing 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.

(iv) The percentages does not include transport charges.

23.12 The rates of extra/substituted items either pertaining to contract Form PWD 7 and 8 may be worked out net including contractor's enhancement/abatement, and the fact should be prominently mentioned on the statement at the end that the rates include contractor's enhancement/ abatement in the extra/substituted items.

SECTION 24

Site Order Books and Inspection Registers

Maintenance of Site Order Books

24.1 Site Order Books shall be maintained in the form prescribed in Appendix 26. The site order book shall be printed and its pages machine numbered and issued by the Executive Engineer in different sizes containing varying number of pages, depending upon the work. A fly-leaf should be attached with each site order book containing instructions regarding maintenance of site order books. 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. 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) 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 to be got confirmed in all cases implementation of these verbal orders should not be delayed for want of confirmation.

(c) 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 angle.

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

(e) Junior Engineers should also record their observations in the Site Order Books if they find any defective work going on or contractors not complying with the terms of contract.

(f) Site order books should be maintained on the site of works and should never be removed therefrom under any circumstances.

(g) The contractors or their authorized agents will also be at liberty to note their difficulties etc. in these books.

(h) The compliance of orders/instructions given by the Supervisory Staff should be recorded side by side in the site order books by the JE/AE/AEE with dated initials and the date of compliance.

(i) The site order books should be consulted at the time of making payments to contractors. The Assistant Engineers/Assistant Executive Engineers, as the case may be, should record the certificate on the Bills, submitted by the Contractor, to the effect that the site order books have been consulted before

signing such bills. This would enable the AEs/AEEs 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 defects pointed out which have not been rectified.

Maintenance of Inspection Register

24.2.1An Inspection Register is required to be maintained at every site of work, duly issued by Executive Engineer and docketed from the Division Office.

24.2.2The proforma for inspection register shall be as per Annexure.

24.2.3Whenever he visits the site, S.E. shall record the date and time of visit, items inspected and his observations. Entry of visit should be made even if no defects were observed.

24.2.4Similarly, C.E. shall record his observations in inspection register, at least in 50% visits and in other visits he shall at least sign the inspection register in token of his visit to the work.

24.2.5If for some reason, C.E. is not in a position to do so, he may direct the E.E. to record his observations in the inspection register and send a copy of those observations to the C.E. by way of confirmation.

24.2.6Alternatively, C.E./S.E. may issue inspection notes, copies of which shall be pasted in the inspection register.

24.2.7It will be the responsibility of the E.E. 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 the inspection notes.

24.2.8E.E./A.E. shall carry over such observation and defects, on which action is to be taken by contractor, to the site order book with cross reference in the inspection register.

24.2.9It is also necessary that the observations recorded in the inspection register by SE/CE are reviewed during subsequent inspections to ensure their compliance.

24.2.10 These are also required to be reviewed during Q.A. Inspection.

SECTION 25

Issue of Materials to Contractors

Issue of Materials

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

25.1.1Issue to Contractors : 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.

25.1.2Issue Direct to Works : Issue of materials when work is done Departmentally or by contractors whose agreements are for labour only.

25.2.1.1 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 Government 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 Government the supply of certain other materials as well, and a condition to this effect has been inserted in the contract.

25.2.1.2 Stipulated materials shall be issued for use at site on works, for all the items where such materials are required. For factory made products like pre-cast cement tiles, pre-cast hollow concrete blocks, pre-cast foam concrete blocks, pre-cast RCC pipes etc., stipulated materials shall not be issued.

25.2.1.3 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 and also whether it will be in bags or otherwise.

25.2.2.1 The contract should specify (1) the materials to be supplied by Government for use on the work, (2) the place or places of delivery, and (3) the rates to be charged to the contractor for each description of materials and the contractor should be held responsible for obtaining from Government all such materials required for the work and for making payment therefor, by deduction from his bills, at the rates specified, regardless of fluctuation in the market rates or in the stock rates of the Division. 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.

25.2.2.2 In contracts entered into by the department for works, stipulation to issue departmental materials such as steel, cement 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.

25.2.2.3 In the MAS Account and in the unstamped receipts obtained from the contractors for the materials issued to them (especially in the case of electrical materials and fittings) and even when these are issued free of cost, as stipulated in the agreement, make of materials/fittings and full technical details of the accessories shall be clearly indicated to ensure that the same materials/fittings as issued by the Department are kept in safe custody by the contractor at all times and used on the works for which these are issued.

25.2.2.4 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, for recorded reason to the contractor himself at suitable rates.

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

25.2.3.1 No carriage or incidental charges are borne by Government for moving the materials beyond the place where the contractor has agreed to take delivery thereof.

25.2.3.2 For works in CPWD costing more than Rs. five crores, departmental issue of cement and steel is not to be stipulated and the contractors be asked to arrange these materials themselves. For works costing between Rs. one crore and Rs. five crores, the Chief Engineer may decide whether or not to stipulate departmental issue of cement and steel in individual cases.

Issue of Materials When Not Stipulated

25.3.1As a general rule, no other material should be supplied to contractors, for use on works, but this restriction may be waived by the Sub-Divisional Officer in respect of petty issues (at full issue rates) of materials from existing stocks, not exceeding Rs. 1000/- in any month for any one contract.

25.3.2If at any time subsequent to the execution of a contract for finished items, the contractor desires the issue to him, for use on a work, of materials which exist in Government stores, but the supply where of by Government was not provided for in contract, the materials should not be issued except with the express authority of the SE who should specify in each case the rate to be charged for the materials inclusive of delivery at the place where they are stored. When submitting such a case to the SE the Divisional Officer should elucidate the circumstances which gave rise to this contingency and should also add his recommendations in respect of the recovery rates for such materials. The rate charged for the materials should be that provided in the analysis of rate for item of work on which it would be used plus or minus the percentage above or below the Schedule rate allowed to the Contractor or market rate or stock issue rate plus storage charges whichever is higher. No carriage or incidental charges should be borne by Govt. in connection with the supply.

25.3.3.1 Where the finished item in which the materials to be used is available in the agreement, while adopting the three rate formula, the rate as

per analysis should be taken as basic rate adopted in the analysis of rate plus 7-1/2% contractor's profit multiplied by the percentage the rate quoted for that particular item bears to the estimated rate of the item. In case the same material is to be used in more than one finished item this percentage should be worked out on an average basis taking into account the tender rates and estimated rates for these items (weighted average).

25.3.3.2 Where the finished item in which the material is to be used is not available in the agreement or where its rate is derived according to clause 12.1.2(vi)A & (vi)B of the agreement, the element of rate for the materials taken in the analysis of rate of the item should be considered while applying the three rate formula.

25.3.4Issues of stock materials to contractors for bona-fide use on works are exempted from the usual charge of 10% on account of supervision and contingencies, which is made when stock materials are sold to the public.

25.4 In cases in which the Government undertake to supply materials to contractors full description of materials as also its condition should be indicated in the relevant conditions of agreement with a view to safeguard the interest of Government.

25.5.1Divisional 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 Government stores.

25.5.2Free issue of non-stipulated materials to the Contractor should be avoided as far as possible.

Issue, Supply and Recovery of Cost of Materials

25.6.1An unstamped but dated acknowledgment detailing full particulars of the materials including rates and value chargeable to him should immediately be taken from the contractor as soon as any materials required for issue to the contractor is made over to him.

25.6.2It should be ensured that the materials are not issued to contractors arbitrarily and without keeping eye on the actual requirement at site. It is essential that issues to contractors should be regulated and restricted to actual requirements depending on the progress of the work.

25.6.3The 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 limits of variations between these two quantities, such difference should be properly explained both for less or more consumption by the AE and the EE should go into such explanations and take remedial measures.

25.6.4In order to have an effective control, the following drill should be observed:

1. The cement godowns 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.

2. The pages of cement register should be as per Appendix - 27 machine numbered and each page initialled by the EE. The cement godown and the register should be checked by the AE/EE in-charge of the work as per following:

(i) At least weekly or fortnightly, respectively, in case of works at the headquarters of AE/EE,

(ii) Whenever they visit the site of work in case works located outside the Sub-Divisional/Divisional headquarters, and

(iii) In case of large concentrated projects like bridges etc. the EE should check the cement register at least fortnightly.

3. For additional safe guard, the following instructions should be followed:

(a) For all works costing more than Rs. Ten 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) While issuing an indent for fresh cement/steel, the balance material available at the site should be checked. The AE 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.

(c) At the time of receipt of the materials, not only the date but also the time of receipt may 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 returned to the Central Stores through the transporter. Gate pass should be counter signed by AE for all quantities of cement received against indents of 10 tonnes and above.

(d) The cement/steel & 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 AE. 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 before these are used to facilitate physical check. The principle of first in and first out in issuing cement bags should be strictly followed.

(e) The recovery from the contractor shall be regulated as per Clause 42 of the agreement and its interpretation may also be referred to in Section 32.

25.6.5For making comparison of the actual consumption of steel with the theoretical consumption, each diameter of steel bars should be treated as an individual item issued Departmentally and check on theoretical consumption should be applied to each diameter.

25.6.6Theoretical consumption statement for steel bars 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 balance steel is available at site in good condition and this should be certified by the Asstt. Engineer. Any serious discrepancies noticed should be reported to the SE.

25.6.7Similar precautions should be taken in the case of all other materials issued by the Department.

Issue Rates

25.7 Issue rates of cement, steel or any other items in the contracts should not be less than the market rates of these commodities irrespective of the issue rate of the Central Stores.

25.8 The recovery from a contractor on account of the cost of materials issued to him for use on a work should ordinarily be made by deduction from the first bill authorizing an advance payment or an on account payment to him for the work. However, the recovery from 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 measured up-to-date. For each bill the field staff should certify that balance material is available in Contractor's custody. In case of shortage, the same should be recovered.

25.9.1Sub-Divisional Officer shall maintain a proper numerical account in Form 35 A for materials issued to the Contractor.

25.9.2.1 Where free supply of bitumen is stipulated, recovery rate for supply in excess of permissible variation, (2.5% over theoretical consumption) shall be equal to stock issue rate plus 10%. No recovery should be made for less use of bitumen.

25.9.2.2 Where bitumen is supplied at a fixed rate, issue rate plus 10% recovery 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 theoretical requirement of bitumen.

Return of Surplus Materials

25.10 Where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government the contractor is required to hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the 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 shall be final and conclusive. 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 licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

25.11 The exact proportion in which the materials are to be used by the Contractor for which he has tendered for finished items of works is laid down in the Specifications/Schedule of Rates. Theoretical quantities of the materials which 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 agreement difference of theoretical consumption and the total actual issues, not returned by the contractor, is to be recovered at the prescribed rate after allowing variation allowed therein. 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.

The excess consumption of materials beyond permissible limit as given in Clause 42 of the contract will be recovered at normal stipulated rate +10%.

25.12 In order to discourage contractors 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 re-done should be measured for record purpose, if the dismantled work had already been measured.

25.13 If, however, it becomes necessary to issue cement for rectification of defects or for redoing works necessitated due to natural calamity beyond the control of a contractor, i.e. 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 redoing of work of rectification of defects had, in a particular case, been necessitated by natural calamities etc. the decision the Chief Engineer concerned will be final.

Instructions regarding Storage of Cement in Godowns

25.14 The provisions of para 3.1.2.2 of the CPWD Specifications Volume 1 need not be followed in respect of construction of cement godowns for works where consumption of cement does not exceed five Tonnes. 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 exists.

Issue of Next Half Day’s Cement Requirements

25.15 Because 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 godowns for starting the work. They may also if necessary permit the issue in the evening some extra cement adequate to start the works next day to the contractors of all classes. 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.

Issue of Material against Bank Guarantee

25.16 In cases of contract, where material is to be supplied by the department against any bank guarantee of equivalent value, the amount of security deposit in the shape of FDR, bank guarantee etc., should at no time be less than the amount of the material supplied to the contractor and such materials should be supplied only after ensuring receipt of bank guarantee/FD/SD etc., adequate to cover the cost of the items supplied.

SECTION 26

MATERIALS ARRANGED BY THE CONTRACTOR

26.1 For works in CPWD costing more than Rs. five crores, departmental issue of cement and steel need not be stipulated and the contractors be asked to arrange these materials themselves. For works costing between Rs. one crore and Rs. five crores, the Chief Engineer may decide, whether or not to stipulate departmental issue of cement and steel in individual cases.

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

26.2.1 Conditions for Cement

(i) The contractor shall Procure 33 grade (conforming to IS 269) or 43 grade (conforming to IS 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having a production capacity of one million tonnes or more per annum, such as ACC, L&T, J.P.Rewa, Vikram, Shri Cement, Birla Jute & Cement Corporation of India etc. as approved by Ministry of Industry, Government of India, and holding licence to use ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. 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 test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and 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.

(ii) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer- in- Charge.

(iii) 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. 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.

(iv) The cement shall be got tested by Engineer-in-Charge and shall be used on work only, after test results have been received. The contractor shall supply free of charge the cement required for testing. 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.

(v) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

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

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

26.2.2 Conditions for Steel

(i) The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel. 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. 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 BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-Charge to do so.

(ii) The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge.

(iii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent 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.

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

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

(v) The contractor shall supply free of charge the steel required for testing. 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 steel does not conform to relevant BIS codes.

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

(vi) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

(vii) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

26.3 The following procedure should be followed in case of 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 AE/AEE giving approximately quantity of such materials.

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

(iii) When it is not possible for the AE/AEE 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 AE/AEE should countersign the certificate recorded by the Junior Engineer.

26.4 Cement should be kept in godowns under double locks and keys and its consumption account invariably maintained, whether the cement is supplied departmentally or arranged by the Contractor. A register should be maintained at the site of each work costing above Rs. 20,000/-. This registered should contain the columns as shown is Appendix-27.

The pages of the Register should be machine numbered and each page initialled by the EE. The columns in the register mentioned above will be provided by the EEs or the SDOs. The cement godown and the register are required to be checked by the SDO/EE in-charge of the work.

(i) At least weekly or fortnightly, respectively, in case of works at the Headquarters of SDO/EE, and

(ii) Whenever they visit the site of work in case of works located outside the Sub-Divisional/Divisional Head Quarters.

(iii) In the case of large concentrated projects like major bridges etc. the EE should check the cement register at-least fortnightly.

Section 27

Issue Of Tools And Plant

Conditions for Issue

27.1 When Tools and Plant like Road Rollers, Concrete Mixers, etc. are available for issue to the Contractors for bona fide use on works of the Department the divisional Officers should ensure to invariably stipulate a provision for the supply of such T & P articles both in the Notice Inviting Tenders 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 Central Public Works Department Divisions concerned. An advance intimation to Mechanical and Workshop Division should also be given for arranging the rollers at the proper time. If a project of work is sufficiently big, warranting the use of a number of rollers, the Executive Engineer (E) may consider opening a roller shed and a workshop, well staffed and equipped, to avoid loss of time in transit and to ensure proper utilization of the machinery.

In exceptional cases where 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.

The issue of the equipment to private bodies should be in very exceptional cases with the approval of competent authority.

Calculation of Hire Charges

27.2 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:-

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 with out inconvenience to the department. The following types, of charges may be recovered:

(i) Direct charges

(a) Running expenses— All expenditure that is incurred in working the tools and plants or machinery which 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 higher charges.

(b) Maintenance charges

(1) Supervision charges.

(2) Minor repairs.

(3) Special Repairs.

(4) Other miscellaneous charges.

(ii) Indirect Charges

(a) Depreciation charges— Value of the articles as it decreases due to fair wear and tear. This is calculated by assuming the life of the article and dividing the cost by the number of years.

(b) Interest.

(c) Departmental charges on running expenses.

In various cases the charges, shall-be recovered as below:

(1) In the case where T&P is issued as per stipulation in the agreement.

Only Direct charges mentioned above shall be recovered.

(2) In case T&P is issued without stipulation in the agreement.

Full hire charges i.e. Direct Charges and Indirect Charges both shall be recovered.

(3) In case T&P is issued to other departments and private bodies, when articles are lent to them for use on works under their supervision.

All the charges mentioned in (2) above excepting Supervision charges shall be recovered.

27.3 The hire charges of different type of machinery, T & P are fixed from time to time taking into all above principles in determining the rates thereof. Different rates for hire charges as determined above are applicable for use on CPWD works either done departmentally or through contract, where supply of T & P is stipulated in the agreement, for issue to the contractor and if the T & P is issued to private individuals, non government bodies or even to departmental, contractors where there is no stipulation for issue in the agreement, full economic rates are chargeable. In this connection following conditions are required to be observed :

(i) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machine is made over up to and inclusive of the date of, its return in good order even though the same may not have been working for any cause except for major breakdown due to no fault of the contractor or faulty use by the departmental operator requiring more than 3 working days continuously (i.e. excluding intervening holidays and Sundays) for bringing the plant in order. The Contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this, if the breakdown occurs before lunch the period of major breakdown will be computed considering half a days breakdown on the day of complaint. If the breakdown occurs in the post lunch period the period of major breakdown will be computed starting from the next working day. In case of any dispute the decision of the Superintending Engineer shall be final.

(ii) Hire charges will include services of Operational Staff viz. Driver Maintenance Staff viz. Mechanic and cleaner as required and also lubricating oil, stores for normal repairs and for cleaning purposes. All the other charges such as cost of power, fuel, fire matches, diesel oil, petrol, kerosene oil etc. for running the machinery and water for working and washing of steam roller, and pay of Chowkidar for guarding the T & P at night shall, however, be borne by the Contractor/Indentor.

Section 28

Extension Of Time And Compensation For Delay

General Principles

28.1 At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.

28.2 The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the .....th day (as mentioned in the NIT) after the date on which the orders to commence the work is given to the contractor.

28.3 The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.

28.4 To ensure good progress of the work during the execution, contractor shall be bound, in all cases, in which the time allowed for any work exceeds one month (save for special job), to complete 1/8th of the whole of the work before 1/4th of the time allowed under the contract has elapsed, 3/8th of the work before 1/2 of the time has elapsed and 3/4th of the work before 3/4th, of such time has elapsed. However, for special jobs if a time schedule has been submitted by the Contractor and the same has been accepted by the Engineer-in-Charge the contractor shall comply with such time schedule (See also Section 32).

28.5 The NIT approving authority can stipulate time schedule for physical milestones in the NIT. The tender accepting authority shall review the progress of work each month with all the concerned disciplines including the contractor. The factors affecting the progress shall be identified and discussed and remedial measures taken, wherever required. Detailed minutes of these meetings shall be issued. For larger projects, in addition to the monthly review, the tender accepting authority shall, in a similar manner, specifically review in detail the progress of the work just before the stages of 1/4th, 1/2, 3/4th and also about a fortnight before completion of the stipulated contract period. Whenever physical milestones have been specified in the NIT, the detailed review may be carried out on the dates specified for such milestones.

Requirements of Clause 5

28.6 Clause 5 of CPWD Form No. 7 and 8 and Clause 4 of PWD Form No. 9 empower the Engineer-in-Charge to grant extension of time for the completion of the Work on certain conditions. He can exercise such powers if the following conditions are satisfied.

(i) The Contractor must apply to the Engineer-in-Charge in writing for extension of time.

(ii) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.

(iii) Such application must be made within 14 days of the date on which such hindrance arose.

(iv) The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

Powers of Officers for Grant of Extension of Time

28.7 The powers for grant of extension of time have been delegated to CPWD Officers as per Appendix-1.

Grant of Extension to Time without Application

28.8.1Based on Hindrance Register where adequate and proper grounds exist the Engineer-in-Charge can grant extension of time even in the absence of application from the contractor, under Clause 5.

28.8.2The extension, in order to be binding, will have to be by parties 'agreement' express or implied. It, therefore, follows that if the extension of time is granted by the EE and such extension of time is accepted by the contractor, either expressly or implied by his action before and subsequent to the date of completion, the extension of time granted by the EE is valid. It is, therefore, necessary that the EE grants extension of time even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension granted by the Engineer-in-charge it will attract the provisions of clause 2 & 3 of the agreement.

28.8.3The recovery of liquidated damages for delayed performance, on account of which extension of time is granted under clause 2, is a distinct matter and would depend on:

(i) Prior notice as contemplated by Sec. 55 of the Contract Act, 1872.

(ii) Fault/delay/hindrance being ascribable to the contractor; and

(iii) Proof of the loss occasioned thereby (in case it is challenged by the Contractor before the arbitrator).

Form of Application for Extension of Time

28.9 The form of application for extension of time to be submitted by the contractor has been standardised and is at Appendix 28. Part I of the Form is on which the contractor is required to apply for grant of extension of time. Part II of the Form is to be used by the Departmental Officers for purposes of dealing with the application for extension of time.

28.10 Although the contractor is required to seek extension within 14 days from the date of occurrence of hindrance for which the extension is sought, it does not debar the grant of extension sought later as it is always competent to a promise to waive a delay and accept performance, after the stipulated time. However, the extraordinary concession should be refused save in most exceptional circumstances; and for very good causes shown for not seeking it within the period of 14 days. The contractor has no right to have this request for extension considered where he has not applied for it in accordance with clause 5 of the agreement.

28.11.1 Whenever any hindrance comes to the notice of the Assistant Engineer, he should at once make a note of such hindrance in the register kept at site and immediately make a report to the Executive Engineer within a week. The Executive Engineer shall review the Hindrance register at least once in a month.

Proforma for hindrance register shall be as per Annexure.

28.11.2 The following points should be kept in mind while entering the hindrances in the hindrance register.

(i) The entry of date of start of hindrance and date of removal of hindrance should be made on the same day as the hindrance takes place or the cause of the hindrance is removed, respectively.

(ii) Over-lapping period, net period of hindrance and weightage of each hindrance should be worked out by E.E. within 15 days of removal of cause of hindrance. For works out side headquarters, this should be done as and when he visits the site.

(iii) Items of work, effected due to any hindrance should be clearly mentioned in the hindrance register by A.E. on the basis of which weightage should be allowed.

(iv) Each hindrance entered in the hindrance register should be authenticated by the E.E.

(v) Hindrances which are in the control of contractor should not be entered in the hindrance register.

(vi) Hindrance should be recorded carefully in hindrance register considering its effect on completion of work.

(vii) S.E./E.E. should review the hindrance register whenever they visit the site of work.

28.12 The Assistant Engineer/Assistant Executive Engineer shall decide the grant of extension of time within 15 days of the completion of work, if in his competence otherwise forward the case to Executive Engineer within 30 days of completion of work with his recommendations. The Executive Engineer shall take a decision within 15 days or forward the case to Superintending Engineer, as the case may be, with his recommendations.

28.13 The Superintending Engineer should then pass orders within 15 days of the receipt of the extension case from the Executive Engineer.

28.14 In cases where the sanction of the higher authority to the grant of extension of time is necessary, the Executive Engineer should forward the same as soon as possible and if the orders of the competent authority are not received in time. He should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Government's right to levy compensation under clause 2 of the agreement.

28.15.1 Sanction of extension of time will in all cases be issued by the AE/EE under clause 5 of the Agreement in the proforma in Appendix 29. The form provides that the extension of time is granted without prejudice to right of Government to recover liquidated damages in terms of clause 2 of the agreement. In all cases, a copy of letter granting extension of time will be endorsed to Audit/Accounts Officer. While doing so it should be made clear in the endorsement whether the SE has decided to levy or not to levy compensation or liquidated damages.

28.15.2 The decision in regard to levy of liquidated damages for delay in the execution of works in terms of clause 2 of the contract from 7 and 8 (and

corresponding clause in other contract forms) should not be recorded in the measurement book of the work concerned.

Extension of Time without Levy of Compensation

28.16 In the case where extension is granted without levy of compensation after approval of the competent authority, provision suggested in the preceding paragraph should stand with a view to safeguard the interest of the Government especially against unforeseen circumstances.

Compensation under Clause 2

28.17 The word compensation should be used In relation to clause 2 of the Agreement Form PWD Nos. 7 and 8 and similar clauses in other Contract Forms instead of the word penalty.

Section 74 of the Indian Contract Act, 1872

28.18 When a contact has been broken, and if a sum is named in the contract as the amount to be paid in case of such breach or if the contract contains any other stipulation by way of compensation, the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby to receive from the partly who has broken the contract reasonable amount not exceeding the one so named or as the case may be the compensation stipulated for.

28.19 According to clause 5 of the agreement all letters of extension of time to be issued to the contractor should be over the signature of Engineer-in-Charge as he is the only Officer so empowered contractually to grant extension of time. Similarly all letters intending to impose compensation or to recover liquidated damages under clause 2 of the agreement should be issued over the signature of SE as he is the only Officer competent to do so under clause 2 of the agreement in order to fulfil contractual obligation.

Proforma for Intimating Compensation under Clause 2

28.20 The Government of India have prescribed a proforma for intimating the contractor with regard to levy of compensation under clause 2 of the contract vide Appendix 30.

Section 29

Payments to Contractors

Requirement of Clause 7

29.1.1Clause 7 of the conditions of Contract Forms PWD 7, 8 & 9 provides that no payments shall be made for works or supplies estimated to cost less than rupees twenty thousands, till after the whole of the work or supply shall have been completed and a certificate of completion given. In the case of works or supplies estimated to cost more than Rs.20,000/- the contractor shall, on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then executed and passed by the Engineer-in-Charge. On account payments are also permissible under the conditions of contract in Form PWD 12, piece work Agreement Form 10 and work order Form 11-A. The contractors should be required by the Engineer-in-Charge to submit their bills by a fixed date in accordance with the terms of the contract e.g. clause 7 of Forms PWD 7 and 8. The Assistant Engineer/Assistant Executive Engineer should supply to the contractor a copy of the measurements and statement of part rates to be paid at least three clear days in advance of such date fixed by the Executive Engineer. The payment to the contractor shall be made only on submission of the bill by him.

29.1.2Ordinarily running payments shall be made monthly as per terms of the contract but payment may not be made if the amount of the Running bill is less than half the average monthly value of contract (i.e. contract value divided by stipulated period in months).

29.1.3The Divisional Officer, should maintain a register to keep a record of the monthly running payments made to the contractors in respect of contracts costing above Rs.20,000/- in the proforma prescribed in Appendix 31. As and when a bill is submitted, the same shall be entered in this register. The register should be reviewed by the Executive Engineer regularly to ensure that payments are being made to the contractors in time. If any objection is raised by the Divisional Accountant, for payment of a particular item or rate in any bill, the Engineer-in-Charge should, make up his mind and pass final orders then and there whether the Item on which objection has been raised should be allowed or not and if it is not to be allowed than the item should be retrenched from the bill but in no circumstances the payment should be delayed. The register should be posted at the time of making monthly running payment to the contractor.

Final Payments

29.2 Final measurements should be recorded within one month of the completion of work. Final payments for works costing more than Rs. five lacs should be made within six months of the completion of work and for other works within three months.

Time Schedule for Payment of Bills

29.3 The following time schedule for payment of bills and issue of completion certificates has been prescribed:

Stage	Time Limit
1	2

Payment of Running Bills As far as possible before expiry of ten working days from the presentation of the bill. AE/AEE and EE both should not take more than 5 working days each (Clause 7).

Contractor's notice of completion of work 10 days of completion of the works (Clause 8).

Issue of completion certificates for works 30 days (Clause 8) of receipt of Contractor's notice.

Submission of final bills by the contractor One month of the date of the final certificate of completion furnished by the Engineer-in-Charge or three months of the physical completion of the work whichever is earlier (Clause 9).

Payment of final bills for works up to Rs. five lacs 3 months. (Clause 9) of receipt of final bill from the Contractor.

Payment of final bills for works over Rs. five lacs 6 months (Clause 9) of receipt of final bill from the Contractor.

29.4.1Before the work is declared as completed in all respects and final payment is released to the contractor in respect of the following works, it has to be inspected by the Superintending Engineer/Director of Horticulture.

(i) Building works Rs. thirty lacs and above

(ii) Electrical and sanitary works Rs. ten lacs and above

(iii) Road/Run way works Rs. ten lacs and above

(iv) Horticulture work Rs. two lacs and above

29.4.2The Superintending Engineer/Director of Horticulture shall also record the following certificates:—

"I have inspected the work of ..... contract value of which is Rs. ..... vide Agreement No. ..... today. As a result of this inspection and my previous inspections, I find that the work has been carried out generally to specifications, and has been completed satisfactorily. There are no noticeable defects except for the following:—

29.4.3The above certificate is required to be recorded within a period of three months from the date of completion of the work.

29.4.4In the case of works whose contract value is less than the above, EE/Dy. Director of Horticulture have to record similar certificate as the case may be.

29.4.5These defects should be rectified by the contractor or by the Department at his cost, action for which should be taken in terms of the contract.

29.4.6The S.E. is also required to record the above certificate in respect of contracts for building works exceeding Rs. ten lacs where such contracts are in respect of part of a technically sanction estimate of Rs. seventy lacs and above.

29.5 An attested copy of the completion certificate will be attached with the office copy of the Final bill of the contractor and remain on the record of the Division. The EE shall not make final payment till this certificate is recorded, and attached to the Office copy. This certificate, however, will in no way reduce the responsibility of the EE and the Divisional Accountant for, due check of the work and the bill as required by the rules and code of practice of the Department.

29.6 The certificate is required to be recorded by the S.E. in whose time the work is completed irrespective of the fact that a part of the work may have been done during the incumbency of his predecessor. The S.E. recording the certificate is not responsible for bad work which may have been covered up during the incumbency of his predecessor, for instance, work in foundations or below the concrete flooring, but he is required to point out the defects which appear outwardly, for instance, defects in the doors and windows, plastering flooring, painting etc. The S.E. should necessarily record the completion certificate for the works completed in his tenure on the post before he hands over the charge to his successor on transfer.

29.7 In specific cases, where there are practical difficulties, such as the S.E. being no longer in the department due to resignation, death etc, in getting the completion certificate recorded by him, the Chief Engineer may decide any relaxation of the existing instructions, after examining the details of the case and issue directions accordingly. Administrative action should also be initiated against the S.E. for not taking proper/timely action in getting the completion certificate recorded, whatever justified, as revealed by the facts of the case.

Inspection of Works by Senior Architect

29.8 The Senior Architect In-charge of the work being executed by the contractor is required to certify on completion of particular building that it has been constructed according to the approved design and specifications.

29.9 In case of any unauthorized deviation, the certificate of completion shall not be given unless the defect or deviation has been rectified to the satisfaction of Senior Architect. However, such certificates by the Senior Architect will be required for works costing Rs. fifty lacs and above. The Chief Architect/Chief Engineer may, however, decide whether a particular building involving less than Rs. fifty lacs will require the certificate from the Senior Architect or not. The form of certificate is as under:-

Name of Project:—

"I do hereby certify that the work ..... has been inspected on ..... by me and has been completed on ..... according to the plans, elevation, sections, details and specifications of architectural items prepared by me. The work has been completed to my general satisfaction and the workmanship and the whole of the materials used for finishing items are good." (Completion certificate from the Senior Architect is necessary before final bill is paid to the contractor.)

29.10 In the case of such work the Executive Engineer should inform the Senior Architect concerned, of the work having been completed in all respects, within one month of the physical completion of the work and request him to carry out his inspection and record the required completion certificate.

Payment through Bank

29.11 Payment due to contractor, if so desired by him, be made to his bank instead of direct to him provided the contractor furnishes to the Engineer-in-Charge:

(i) An authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment.

(ii) His own acceptance of the correctness of the accounts made out as being due to him by the Government or his signature on the bill or other claim preferred against the Government before settlement by the Engineer-in-charge of the account or claim by payment to the Bank. While receipt given by such bank shall constitute full and sufficient discharge for the payment the contractor should wherever possible, present his bill duly receipted and discharged through his bankers.

Deduction of Income Tax at Source

29.12 Under Section 194C of the Income Tax Act, 1961, deduction of Income Tax is required to be made at source by disbursing officers from payments made to contractors in certain cases.

Before signing the first and final bill/Running Account bill/or the final bill in the case of Running Account bill, the SDO/Divisional Officer should see that:

(i) the statutory deduction on account of income tax wherever due has been made from the bill of the contractors and

(ii) the same is specifically shown in the Memorandum of Payments thereof under the item, "By recovery of amounts creditable to other works or heads of accounts". (Note 5 below para 12.2.16 of CPWA Code). (i) Income Tax Recovery.

29.13 It is open to the contractor or the sub-contractor as the case may be, to make an application to the Income Tax Officer concerned and obtain from him a certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case, such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax Officer earlier and in such cases deduction will be made accordingly.

29.14 In view of the existing provision of section 288 B of the Income Tax Act, 1961, the amount of tax to be deducted at source should be rounded off to the nearest rupee by ignoring amount less than fifty paise and increasing amounts of fifty paise or more to one rupee.

29.15 The tax deducted on behalf of the Government should be paid to the credit of the Central Government on the same day by book adjustment, in other cases, tax deducted should be paid to the credit of the Central Government within one week from the last day of the month in which the deduction is made.

Challans, for paying tax into the Government account are obtainable from the Income Tax Officer concerned.

29.16 The persons responsible for making any payment to a contractor or a sub-contractor, as the case may be, should issue a certificate of tax deducted at source in the specified form.

Section 30

Payment for Sub-Standard Work

Procedure for Acceptance of Sub-Standard work

30.1 The Contractors are required to execute all works satisfactorily and according to the specifications. If certain items of work are below specifications the Contractor should be asked to redo them according to the specifications. During the progress of the work, defects/deficiencies in the items of works are to be noted in time, recorded in site order book. It will be the duty of the Field Staff, viz. AEEs/AEs/JEs to point out such defects in the work in time during the progress of the work. These defects should also be brought to the notice of Executive Engineer immediately, so that he may take timely action to issue notices to the contractor either to rectify the defects or even get the work dismantled and redone if necessary as per Clauses 3 and 16 of the agreement.

Every attempt should be made to issue such notices regarding the defective items during the progress of the work. Where however this is not found feasible, the same should be issued within the prescribed maintenance period. Timely action alone can prevent occurrence of defects which will be difficult or impossible to rectify later on like hollow vertical joints in brick masonry and similar defective structural members.

30.2 If the Contractor does not rectify the defect, the work should be got redone or rectified departmentally by employing skilled labourers at the Contractor's cost in terms of clause 16 of the Conditions of Contract Form PWD 7 and 8, Clause 5 of Form PWD 10 and similar conditions in other forms.

Acceptance of Sub-Standard work

30.3 Acceptance of work below specifications and payment of reduced rates should be resorted to only for those items where it is structurally impossible to get the work re-done, with the approval of the competent authority. Sub-standard work must be got rectified and if necessary may be redone. Acceptance of sub-standard work at reduced rates should be done only under exceptional circumstances. Total value of items of agreement rate for which the Superintending Engineer accepts sub-standard work in a contract shall not exceed 5% of the contract value. Before a sub-standard work is accepted by the department the Engineer-in-Charge after getting prior approval of competent authority should write a letter to the contractor for and on behalf of the President of India regarding acceptance of the same and the provisional rates pending the decision of the competent authority with regard to final rates and in reply to this letter the contractor should send his consent for acceptance of the terms specified by the department. For this purpose two forms as per Annexure I and II may be used. The decision of Superintending Engineer/Chief Engineer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration under Clause 25 of the agreement. The amount of compensation once levied by EE under Clause 16 of General Conditions of Contract for CPWD Works, 2001, cannot also be waived or reduced by higher Officers.

Annexure - I

(Reference-Para 30.3)

Specimen of Letter by the Executive Engineer to Contractor For Provisional Reduction in rate for Sub-standard work

To

M/s .....

.....

Dear Sir(s)

Sub: Construction of ..... Agreement No. .....

1. The President of India considers that the items of work (specified in the statement appended herewith) relating to the work undertaken by you in terms of the above agreement have not been executed in accordance with the prescribed specifications and/or in a workmanlike manner and therefore, cannot be accepted in terms of the above said agreement for payment at the rates specified in the agreement.

2. The President, however, is willing to consider acceptance of the same should you agree to receive payment at rates suitably reduced taking into consideration the sub-standard nature of the said items of work. The S.E. in-charge of the concerned Circle of CPWD will determine as to what suitable reductions in the rates should be made from the agreed rates for the said items. His decision shall be final. Pending such decision of the SE, however, the payment for the said items of work will be made at the provisional rates indicated against each item.

3. If you agree to the aforesaid conditions for acceptance of payment for the said items of work you may please return the enclosed form duly executed by you.

4. If no reply is received from you within three weeks of the date of receipt of the letter it shall be presumed that the offer is not acceptable to you. In the said event the offer shall stand withdrawn, without prejudice to the rights and remedies of the President of India in terms of the contract.

Yours faithfully,

Encl.: Statement as above. Executive Engineer

For and on behalf of the President of India

Annexure - II

(Reference-Para 30.3)

Specimen of letter of contractor’s acceptance of provisional reduction of rate for sub-standard work

To

.....

.....

Sub: Construction of .....

Reference: Your letter No. .....

Sir,

I/We have carefully read the terms and conditions offered in your letter dated ..... and they are acceptable to me/us.

Pending the decision of the S.E. of the final rates of payment against the items of work specified in the statement attached to your above letter, which will be final and binding. I/We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s)

SECTION 31

ADVANCE PAYMENTS

31.1 Advance payments to contractors against on account bills received in the Divisional Office may be made by Divisional Officers. When an on account bill has been received in the Divisional Office and there is likely to be delay in authorizing payment for special reasons which should be recorded, a Divisional Officer may at his discretion, on receipt of an application from the contractor for financial aid in the shape of part payment, in respect of tenders accepted by AE/AEE and himself, (and after obtaining necessary sanction from the Superintending Engineer for cases against contracts beyond his power of acceptance) make a lump-sum advance payment on Hand Receipt, Form 28 subject to the following conditions :—

(i) The bills in respect of which the advance is proposed to be made should actually be under check in the Divisional Office.

(ii) The amount of advance should not exceed 75 per cent of the net amount of the bill under check but no advance payment will be admissible in cases where the amount of advance payable works out to less than Rs.10,000/-.

(iii) The payment should be suitably endorsed both on the running bill against which the advance payment is made and the connected abstract of measurements in the Measurement Book. The Hand Receipt voucher on which payment is made should bear reference to the number, date and amount of the bill against which the payment is made and also to the page number of Measurement Book and the number, date and amount of the voucher, if any, on which the previous on account payment was made. The payment should be treated in the accounts as an advance.

(iv) An undertaking should be obtained from the contractor before the payment is actually made that, should the amount of advance paid to him subsequently found to be more than the amount of the running account bill in

respect of which the advance was paid, he will refund to Government forthwith, the amount overpaid. The Divisional Officer will be held personally responsible to see that advance is adjusted when payment is made on the running account bill in respect of which it was made and for any overpayment which may occur.

Note: A record of advances authorized by the Executive Engineer under his own competence (i.e. against contracts within his power of acceptance) with the reasons therefor will be kept in a special register which should be inspected by the Superintending Engineer at time of his inspection of the Divisional Office.

31.2 Powers have been delegated to the S.Es. to authorize the E.Es. to make advance payment to the contractors for alternate running bills when for any reasons monthly payments cannot be made on the basis of recorded measurements.

31.3 The following rules should be observed with regard to advance payments to contractors for work done but not measured :—

(a) Advances to contractors are, as a rule, prohibited and payments to contractors should not be made until detailed measurements of the work have been taken and recorded. Advance payments may, however, be made in exceptional cases of real necessity, when it is absolutely essential to do so, and in such cases previous sanction of the S.E. concerned should invariably be obtained.

(b) An advance payment for work actually executed may be made on the certificate of a responsible officer (not below the rank of Sub-Divisional Officer) to the effect that not less than the quantity of work paid for has actually been done, and the officer granting such a certificate will be held personally responsible for any overpayment which may occur on the work in consequence. Certificate printed on the Running Account Bill must be signed by the Sub-Divisional or Divisional Officer, and the lump-sum amount paid on account of the several items should be specified against item 2 of Part III of the bill. If a secured advance has been previously allowed to a contractor on the security of any materials and such materials have been used in the construction of an item, the amount of the advance payment for that item should not exceed a sum equivalent to the value of work done less the proportionate amount of secured advance ultimately recoverable on account of the materials used.

(c) When in any exceptional case an advance payment has been authorized by the competent authority, it would be followed by detailed measurement within two months at the most. Beyond two months, the approval of Chief Engineer will be necessary.

(d) The grant of a second advance before the first one has been recovered should not be permitted.

31.4.1Advance payments for work done but not measured should be made on Bill Form CPWA 26 and that the same be classified in the works accounts under suspense Sub-Head "Advance Payments". No such payments must be made on Hand Receipt.

Advance Payment to Private Firms/Autonomous Bodies for Chemical Analysis and Testing of Materials

31.4.2A list of laboratories shall be approved by the Superintending Engineer. Advance payment may be made by the Executive Engineer to an enlisted laboratory, for which no further approval shall be necessary.

The amount of advance shall be drawn on a simple receipt and accounted for under the final head to which the expenditure on services in question would be debited.

Secured Advances

31.5.1Secured Advances on the security of materials brought to site may be made to the contractors for items which are to be used on work.

31.5.2The Divisional Officers can sanction the secured advance up to an amount not exceeding 75% of the value of the materials as assessed by the Engineer-in-Charge or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of work whichever is lower.

31.5.3A formal agreement should be drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entailed for their proper watch and safe custody. Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer, that:

(i) The quantities of materials upto which the advances are made have actually been brought to site.

(ii) Full quantities of the materials, for which advance is to be made, are required by the contractor for use on items of work for which rates for finished work have been agreed upon.

(iii) The quality of materials is as per desired specifications.

The Officer granting such a certificate will be held personally responsible for any overpayment which may occur in consequence. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the item of work in which they are used are billed for.

31.5.4Secured advance shall be granted only for non-perishable items. It can however, be granted for perishable items after the contractor indemnifies the Government through an insurance cover. The Divisional Officer shall identify whether an item is perishable or not.

Grant of Mobilization Advance to the Contractors for Executing Capital Intensive Works

31.6 In respect of certain specialised and capital intensive works costing not less than Rs. 2.00 crores, mobilization advance limited to a maximum of 10% of the estimated cost put to tender or tendered value or Rs. one crore, whichever is less, at 10% simple interest shall be sanctioned to the contractors on specific request as per term of the agreement:

(i) Chief Engineers should use their discretion carefully in deciding whether any particular work shall be considered as a specialised or capital intensive work.

(ii) The moblisation advance shall be against a Bank Guarantee of a Scheduled Bank for the full amount of advance. The advance should be released in not less than two instalments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

(iii) The recovery should be made after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

SECTION 32

General Guidance for Operation of Contract Clauses

Clause 2 of CPWD Form No. 7 and 8 and Clause 16 of the CPWD Form No. 12

32.1 These clauses refer to recovery of compensation from the contractor for delays and defaults on his part. This clause can be divided mainly into three parts, viz :—

(a) Observation of time allowed for completion of the work.

(b) Payment of compensation by contractor for non-commencement, not finishing in time and slow progress during execution.

(c) Superintending Engineer's decision being final in case of reduction of the percentage of compensation payable by the contractor.

As already explained under the chapter relating to extension of time to contractors and imposition of compensation for delayed performance, time allowed for completion of the work is essence of the contract on the part of the contractor. The date for commencement of the work starts from 15th day after the date of giving order for its commencement or any other date specified. For slow performance or delay in the completion of the work, compensation, subject to a maximum of 10% of the tendered value, is recoverable.

The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an "agreed compensation" under clause 2, which the contractor has to pay in case of default. Therefore, there is no choice for the Engineer-in-Charge but to recover the same at the rates mentioned in clause 2 of the contract, if the progress of the work is slow or the work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal to the Superintending Engineer against such recovery, who may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the Superintending Engineer shall be final and out of purview of the Arbitration clause.

The Engineer-in-Charge should identify delay in the execution of the work at the appropriate stage and issue registered letter to the contractor under clause 2 of the contract indicating non-fulfillment of the progress of the work on proportionate time lapse basis mentioned in clause 5 of the contract.

The Engineer-in-Charge should also give a registered notice to the contractor, so as to reach him before expiry of the contract period, of his intention to recover the amount of compensation. The notice should clearly mention the date on which the stipulated time is going to expire and that the contractor should complete the work on time otherwise he shall make himself liable to recovery of compensation under clause 2 of the contract. The above communications should be conveyed to the contractor though Site Order Book also.

In case of tenders accepted by Superintending Engineer and higher officers, the power of granting extension of time rests with the Superintending Engineer. Therefore the Engineer-in-Charge should, from time to time, apprise him of the facts about slow progress of the work or its likely non-completion on time and also endorse to him the copies of the letters/notices sent to contractor.

The recovery of compensation should be effected after decision on extension of time has been obtained.

Clause 3 of CPWD Form No. 7 and 8 and Clause 17 of CPWD Form No. 12

32.2 These clauses deal with determination and/or rescission of contract, forfeiture of security deposit and execution of work through other agencies. These clauses are very important and are of vital importance. According to the clauses when the contractor has rendered himself liable to action under relevant clause, the Engineer-in-Charge on behalf of the President shall have powers (a) to determine or rescind the contract. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Government; (b) to employ labour paid by the CPWD and to supply material to carry out the work for and on behalf of the contractor; (c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and to give it to another contractor at the risk and cost of the original contractor.

Recourse can be taken simultaneously to one or more sub-clauses (a), (b) and (c) according to the requirements of each case. The Government is entitled to forfeit the security deposit under clause 3(a) and also to recover the extra cost involved in getting the work done departmentally and/or through another contractor. It should, however, be noted that extra expenditure under clause 3(b) and 3(c) cannot be recovered in addition to the forfeiture of the security deposit but if the extra expenditure exceeds the forfeited security deposit, the difference between the extra expenditure and the security deposit only can be recovered.

Furthermore, whenever action is taken under clause 3(a) to rescind the contract and forfeit the security deposit, it should be explicitly stated that this was without prejudice to Government's right to recover losses under clause 3(b) and 3(c).

Clause 3 of the Agreement inter-alia provides that if contract is rescinded, the full security deposit recoverable under the contract stands forfeited to the Government and not merely security deposit standing at his credit. Further, if any portion of the security money has not been paid or realised it would be called and forfeited.

The provision of clause 3 can be applied even after recovery of compensation equal to the amount of the security deposit under clause 2, as the two clauses are independently enforceable to the full extent.

If in a case dealt with under sub-clause (c) or sub-clause (b) there is no extra expenditure, but on the other hand the unfinished work is executed at a lesser cost, the contractor has no right to claim the amount saved. Further the question of giving the contractor any benefit cannot at all arise since he cannot make any profit out of his own default. The sub-clauses (b) and (c) merely define the extent of damages recoverable and if the work is executed cheaper the only consequence is that no damages are recoverable under these two sub-clauses.

1. Two model forms of letters to be issued by the Engineer-in-Charge for and on behalf of the President of India while serving "Show cause Notice" as well as Notice on final action to the contractor under clause 3 of the agreement in

respect of works undertaken in the Department have been introduced. Copies of these model forms are as per Appendices 32 and 33.

2. While making use of these forms, the following points should be kept in view :

(a) Alternatives wherever not applicable should be deleted and suitable additions made wherever considered necessary.

(b) While determining the contract under any of the sub-clause (i) to (vi) of clause 3 for causes other than the causes as mentioned in the standard form for "Show Cause Notice" (viz. wrongful delay or suspension of work or slow progress) suitable modifications may be made, where necessary according to the requirements of the case.

(c) Final notice under clause 3 of the agreement form may, thereafter be drafted and approval of the competent authority that accepted the tender obtained. This acceptance is with reference to financial limit.

Clause 5 of CPWD Form No. 7 and 8 Clause 4 of CPWD Form No. 9

32.3 Under clause 2, time is deemed to be of essence of the contract on the part of the contractor. It is, therefore, necessary for a contractor to complete the job within the stipulated period. If however, he cannot complete the work due to having been unavoidably hindered in execution thereof, or on any other ground he can apply for extension of time. The detailed procedure of granting extension of time under this clause has been dealt under the Section "Extension of Time". Extension of time is also justified to the contractor for additional work which is required to be worked out as provided in clause 12 of the agreement. According to this clause, the opinion of the Engineer-in-Charge, as to whether the grounds shown for extension of time are or are not reasonable, is final. If the Engineer-in-Charge declines to grant extension of time, it is not within competence of the contractor to challenge the soundness of the opinion by reference to arbitration under the relevant clause. The Engineer-in-Charge should give extension as may be in his opinion, necessary or proper. His opinion that the period of extension granted by him is proper is not, however final. The contractor can seek arbitration on the question whether the period of extension granted is or is not proper.

The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end, nothing short of agreement of the party can extend the subsistence and validity of the contract. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the Department or of both. The extension, in order to be binding, will have to be by parties agreement express or implied. It therefore, follows that if the extension of time is granted by the EE suo-moto and such extension of time is accepted by the contractor either expressly or implied by his action, before and subsequent to the date of completion, the extension of time granted by EE is valid. It is, therefore, necessary that the EE grants extension of time even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension granted by the EE it will attract the provisions of clauses 2 & 3 of the agreement.

32.4 The compensation for delayed performance on account of which extension of time is granted by the EE, could be leviable under clause 2 would be a distinct matter. The decision to levy compensation under clause 2 would depend on :—

(i) Prior notice as contemplated by Section 55 of the Indian Contract Act, 1872.

(ii) Fault/delay/hindrance being attributable to the contractor, and

The contractor in his application for extension, points out the various delay and the lapses on the part of the Department considered unavoidable hindrances. Engineer-in-Charge while recommending or granting cases for extension of time generally accepts these reasons for delay to be correct. The contractors may claim damages or compensation in a arbitration for prolongation of work due to defaults or lapses on the part of the Department. When such cases come before the arbitrator the action of the Engineer-in-Charge in accepting the reasons for extension of time may assist the evidence for the claims of the contractors for damages etc.

Though there may be delays and lapses on the part of the department at the same time there are also delayed lapses on the part of the contractor. For such delays during the stipulated or extended period of completion, the contractor is responsible but these are also to be taken into account by the Divisional Officer while recommending or granting extension. To safeguard Government's interest these lapses on the part of the contractor should invariably be clearly mentioned by the Engineer-in-Charge while granting/recommending extension of time. In granting extension of time a balanced view should be taken of the delays on the part of the contractor, vis-a-vis the delays of the department. The mention of the delays on the part of the contractor along with that of the Department would ultimately help the Department in properly defending its position against the claims of the contractor for damages.

PWD Forms No. 10, 11 and 11A. There is no corresponding clause in these forms. Clause 18 of the PWD Form No. 12 is similar to clause 5 of the PWD form Nos. 7 and 8 with minor change.

Clause 7 of CPWD Forms No. 7 and 8

32.5 The circumstances under which intermediate payments can be made to the contractor have been explained in para 29.1.1. The Engineer-in-Charge should fix a date by which contractor should submit the bill each month. The amount admissible shall be paid by 10th or 15th working day after submission of the bill by the contractor to the Engineer-in-Charge or his Assistant Engineer with all required details, depending upon whether the work is in the headquarters of the Engineer-in-Charge or outside his headquarters. The payment to the contractor shall be made only on submission of the bill by him. If the contractor fails to submit the bill as aforesaid, he forfeits all claims, whatsoever, due to delays on payment including that of interest.

Clause 8 of PWD Forms No. 7 and 8

32.6 According to this clause a completion certificate is to be given by the Engineer-in-Charge to a contractor on completion by him of a work. No final bill will be accepted from a contractor unless such a bill is supported by a completion certificate. Further, the date of the completion certificate will determine the date upto which a contractor can be held responsible for making good damages under

relevant clauses of the agreement. It has been observed that generally no certificate is given and only the date of completion is noted in the measurement book. Since this practice is not in conformity with the provision of this clause, a completion certificate must be recorded in the manner given in section 29. If, on inspection of work by the Engineer-in-Charge on receiving intimation from contractor, the work is not found satisfactorily complete, the contractor should be intimated of the defects etc. in writing but no provisional completion certificate should be issued.

The date of completion of work is the date on which it is finished and not the date on which the final measurements are recorded by the Engineer-in-Charge or his subordinates. It will therefore, be necessary to enable the Audit/Accounts to satisfy itself that the work was completed within the time prescribed in the contract, to note the date of its actual completion both in the bill of the contractor as well as in the Measurement Book in which the last measurements are recorded.

If the contractor fails to remove the scaffolding, surplus material and rubbish and does not clean up the dirt from the wood work, doors, windows, walls, floors and other parts of the building, etc. it should be got removed at the cost of the contractor as laid down in this clause. The completion certificate should not be given till the site is cleared of all malba, rubbish, etc.

The clause further states that, the certificate of completion shall not be issued until the work is measured by the Engineer-in-Charge. The intention behind the provision is that all the measurements for works shall be recorded in time. The measurements for works are the most vital details, which get measured and accepted by both the parties. Only delaying the taking of measurements, by the Engineer-in-Charge cannot of course delay the date of completion, since shelter under this provision cannot be resorted to for the lapse by the party taking advantage of it. Anyhow, if the contractor delays/avoid finalising of measurements, application of this provision will be reasonable.

Clause 10(C) of PWD Form No. 7 and 8

32.7 Clause 10(C) provides for re-imbursement to contractor of escalation caused, as a direct result of coming into force of any fresh law or statutory rule or order (but not due to any changes in sales tax), in the price of material incorporated in the works and/or wages of labour and the increase exceeds ten (10) percent of the price and/or wages which were prevailing at the time of receipt of tender for the work. The increase should not be attributable to delay in the execution of the contract within the control of the contractor.

The operation at the clause includes both the increase as well as decrease in price of materials and/or the wages of labour.

To ensure uniformity in working out the rates so payable, the rates are to be analyzed and fixed by the SSWs of the Zones and approved by the Chief Engineers. The EEs can make payments on the basis of these rates after satisfying the other requirements of clause 10(C).

Clause 10(C) forms an exception to the general rule of the contract that nothing more than what has been agreed to be paid for work done is to be paid to the contractor. It is in the nature of recompense to the contractor if during the progress of the work the price of any materials incorporated in the works and/or wages of labour increases as a direct result of the coming into force of

any fresh law or statutory rule. The first thing is that the exception has to be strictly construed. Secondly, it contains an in-built safeguard because it is in the nature of an equitable reimbursement. The exception is that if the increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding), attributable to delay in the execution of the contract within the control of the contractor.

In each case where the contractor claims payment under clause 10(C), Superintending Engineer must record his decision whether during the period beyond the time as per agreement or extended time as approved, payment is admissible or not depending upon whether the delay was on account of the default on the part of the contractor.

Clause 10(CC)

32.8.1This clause provides for compensation in case of increase in price of materials and/or wages of labour required for execution of work (not for the materials supplied or services rendered at fixed price in accordance with clause 10 and 34 hereof), subject to certain conditions and also down ward adjustment in case of decrease in rates in above items.

32.8.2Clause 10(CC) will not be applicable in all contracts where the stipulated period for completion is eighteen months or less.

32.8.3.1 The components of material, labour and P.O.L. for every work have to be pre-determined and incorporated in the contract. For this purpose, the works, shall be classified broadly as under :—

(i) Building works including sanitary and water supply.

(ii) Road works and pavement works in Airfields.

(iii) Development works.

(iv) Carriage works.

(v) Internal Electrical installations.

(vi) External Electrical works.

(vii) Supplying and installation of machinery, like lifts, sub-stations, pump sets etc.

32.8.3.2 The following conditions shall be incorporated in the "special conditions of contract" attached with the NIT papers.

"The components of materials, labour and P.O.L. as indicated in para 32.8.3.1 have been pre-determined as below :

(a) Material percent

(b) Labour percent

(c) P.O.L. percent

Total 100

32.8.3.3 In the case of building works, the component of P.O.L. is very small and need not be indicated separately. Following percentages may be indicated for various categories of civil works:

Category of work	Cement	Steel	Material	Labour	P.O.L.

1.	Buildings	—	—	75%	25%	—			
2.	Road Works & Pavements in Air fields			—	—	90%	5%	5%	
3.	External Sewerage	—	—	90%	10%	—			
4.	External Water supply	—	—	95%	5%	—			
5.	Bridgework/Flyover works			—	—	—	25%	—	

The above percentage components are for normal types of works with ordinary/hard soil strata etc. Where the soil strata is pre-dominantly rocky, involving heavy cutting or there are other special features, percentages may be fixed by the various authorities approving NIT taking into consideration the detailed estimate.

In respect of carriage works and for other development works such as levelling etc. also, the NIT approving authority may decide the percentage components.

32.8.4The contractor shall prepare the statements of escalation or de-escalation at the end of every three months and submit to the Engineer-in-Charge. The first statement of escalation shall be prepared at the end of three months excluding the month in which the work was awarded and the work done from date of start to the end of this period shall be taken into account. For subsequent statements, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction thereof shall be taken into account. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of preparation of bills as entered in the M.B. by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion as finally recorded by the competent authority in the MB shall be the criterion.

32.8.5The EE will communicate the base index to the contractor in respect of each work.

32.8.6.1 The EE will sanction the compensation for escalation or deduction on account of de-escalation and the amount thus sanctioned will be included in the next running account bill or final bill as the case may be.The cost of work for which escalation/de-escalation is applicable/deductible shall be worked out as below:

(a) Gross value of work done upto this quarter (A)

(b) Gross value of work done upto the last quarter (B)

(c) Gross value of work done since previous quarter (a) – (b) (C)

(d) Full assessed value of SA fresh paid in this quarter (D)

(e) Full assessed value of SA recovered in this quarter (E)

(f) Full assessed value of SA for which escalation is payable in this quarter (d) – (e) (F)

(g) Advance payment made during the quarter (G)

(h) Advance payment recovered during the quarter (H)

(i) Advance payment for which escalation is payable in this quarter (g) – (h) (I)

(j) EI paid as per clause 12 & 12A based on prevailing M/R during the quarter (J)

$X = C \pm F \pm I - J$

$Y = 0.85 X$

(k) Less cost of materials supplied by the department as per clause 10 & recovered during the quarter (K)

(l) Less cost of services tendered at fixed charges as per clause 34 & recovered during the quarter (L)

(m) Cost of work for which escalation/de-escalation is applicable

$W = Y - (K + L)$

32.8.6.2 The EE shall ensure before sanctioning any statement under clause 10CC, that no work executed beyond stipulated date of completion is covered by the sanction, till the date of completion is duly extended in writing under clause 5 of the contract or otherwise, without compensation under clause 2 or otherwise of the contract by the competent authority.

32.8.7All India wholesale price index for all commodities and for the group (Fuel, power, light and lubricants) as published by the Economic Adviser to the Price index for Industrial Labour (All India) declared by Labour Bureau, Govt. of India will be collected by the SE (S&S). He will work out the indices relevant to each month as per definition given in the sub clause and communicate to all the Chief Engineers/SEs, who would arrange to circulate these figures to all EEs under their jurisdiction.

32.8.8Copy of all sanctions issued by the EE shall be sent to his SE and to his CE also if the tender for the work was accepted by the Chief Engineer.

Clause 12 of PWD Forms 7 & 8

32.9 Under this clause the Engineer-in-Charge has powers to make any alterations in, omission from, addition to or substitution for the original specifications, drawings, designs and instructions.

32.9.1The Engineer-in-Charge is empowered under this clause to give the necessary instructions to the contractor and the contractor is bound to carry out the work in accordance with such instructions but the following three conditions should be satisfied in the issue of such instructions.

(i) Instructions must be given before any additional or substituted item is taken up.

(ii) They must be given in writing.

(iii) They must be signed by the Engineer-in-Charge.

32.9.2As regards the extra time for completion of the work due to deviations (in agreement items, section 23.1) and altered, additional or substituted items, the Engineer-in-Charge should determine the proportion that the algebraic sum of deviated, altered, additional or substituted work bears to the original contract work and certify for such portion. For substituted items, the additional cost of modified component only is to be taken. He should extend the time for the

completion of the work according to such proportion plus 25% thereof. The proportion so determined by the Engineer-in-Charge is final and the contractor cannot raise a dispute as to such proportion and demand arbitration. However, if the contractor feels that the period of extension given is, having regard to the proportion so determined miscalculated, it is open to him to request arbitration under the relevant clause about the propriety or otherwise of such period of extension.

32.9.3Some times while sanctioning rates the Engineer-in-Charge gives the impression to the contractor that although he had recommended higher rates, the SE or the Chief Engineer had reduced them. It should clearly be borne in mind that under the terms of the contract it is the Executive Engineer who is the competent authority for according such sanction and it should be so worked as to convey clearly to the other party that the rates have been sanctioned by him and not for or at the instance of the higher authority. Sometimes the Executive Engineer endorses copies of communication addressed by them to the competent authority for sanctioning rates for certain items, to the contractor concerned. This practice is irregular and is likely to cause legal complications. All communications in connection with fixation of rates etc. should be marked "Confidential" and copies thereof should not be endorsed to the contractors or any other private party. In reply to the communications of the contractors asking for early settlement of rates, where rates are required to be examined and sanctioned by higher authorities and the sanction is awaited, the contractor should not be informed that sanction of the competent authority is awaited. They should only be informed that the matter is under consideration and is receiving attention.

32.9.4On receipt of the rates from the contractor intimated by him under sub-clause (v) of clause 12.1.2 of contract the Engineer-in-Charge should consider whether the rates demanded are reasonable. If he is of the opinion that they are reasonable, he may agree to the rates after consulting the competent authority. If on the other hand he is of the opinion that the rates demanded are not reasonable and he does not agree to them he should determine the rate on the basis of the market rate within three months. As far as possible market rate analysis should be based on coefficients given in the Delhi Analysis of Rates.

32.9.5Clause 12.2 provides that in case of substituted items and additional items, which result in exceeding the limits specified in clause 12.1.2(vi) (for items excluding foundation) the contractor shall within 15 days from the receipt of order claim revision of rates supported by analysis in respect of items and quantities exceeding deviations limits and the Engineer-in-Charge may revise the rates based on market rates. The contractor on no account shall suspend the work on the plea of non-settlement of rates of items.

For operation of this clause, thus the following points may be necessary:

1. There should be written order for deviation.

2. The contractor is to apply for revision of rates within 7 days supported by analysis.

3. The rates for deviated quantities beyond deviation limit is to be based on market rates.

4. The work shall not be suspended on the plea of non-settlement.

5. Only for the quantities beyond the deviation limit, the rates shall be revised and only if all the limits specified in clause are exceeded. It should be noticed that the whole operation of clause 12 and 12A for deviation is for works, which appear necessary in the execution of work, specified in scope of work.

Clause 16 of CPWD Forms 7 & 8

32.10 Under this clause the contractor may be required to make good the defects in work at his own expenses or re-execute the work if it is not in accordance with the specifications, designs, etc. and the clause authorizes the Engineer-in-Charge to offer lower rates to the contractor for work done below specification, if the works so done is otherwise acceptable to the Department. Departmental instructions, however, exist that sub-standard work should not be accepted under any circumstances (Section 30.3).

32.10.1 This clause empowers the Engineer-in-Charge to ask the contractor to rectify the defective work and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his demand, the contractor shall be liable to pay compensation at the rate specified in clause 2, while his failure to do so continues and in case of any such failure the Engineer-in-Charge may rectify, remove or re-execute the work at the risk and expenses of the contractor. Notice to contractor, of the intention to recover compensation, is not necessary under this clause.

32.10.2 The Superintending Engineer has not been given any power to reduce or waive compensation levied by the Executive Engineer under this clause.

CPWD Form No. 9, 10, 11 and 11A - There is no corresponding clause in these forms.

CPWD Form No. 12 - Clause 12 of this Form is almost identical with clause 16 of forms CPWD No. 7 and 8.

Clause 14 Forms CPWD 7 and 8 and Clause 20 of Form CPWD 12

32.11 These clauses specify in addition to those mentioned in Clause 3 (CPWD Forms 7 and 8) the circumstances under which the tender accepting authority can cancel the contract:

32.11.1 Permission to sublet or assign the contract to another party should not be given to a contractor under clause 14 by Divisional Officer without prior reference to the authority who accepted the tender. The accepting authorities should keep the following points in view in case they decide to grant such a permission.

(i) Sub-letting should be permitted only in exceptional cases and for recorded reasons as to why contractor himself cannot directly run the contract.

(ii) In all cases, sublettee should be a contractor of the same or higher capacity or class as the original contractor.

(iii) Sanctioning authority must see the terms and conditions of the agreement between the contractor and the sublettee in order to satisfy himself that the contractor is not subletting the work for earning a middle man’s profit.

(iv) It should be seen at the time of subletting that the Government will not be put to any loss on this account and that no risk is involved.

(v) Individuals holding general power of attorney cannot operate a contract awarded to a contractor.

Note: The work done on piece work basis through the labour employed by them does not come within the definition of subletting the work.

32.11.2 The following certificates should be recorded in all the running and final bills in respect of works costing above Rs.60,000/-.

(a) By the Contractor "I certify that I have not sublet this work".

(b) By the Executive Engineer "To the best of my knowledge I certify that the work has not been sublet by the contractor".

32.11.3 CPWD Forms No. 9 Clause 13 is identical to clause 21 of CPWD Form Nos. 7 and 8 as far as the subletting is concerned.

PWD Form No. 10, 11 and 11A - There is no corresponding clause in these forms.

Clause 36

32.12.1 In order to effectively operate the provisions under Clause 36, certain instructions on this clause:— EE's should ensure that the contractor is called upon, immediately after award of work, to intimate the details i.e. name, qualifications, and address of the qualified Engineer required to be employed by him as per terms of the contract and to ensure that a properly qualified engineer employed by contractor is actually available at site to note down the instructions conveyed by the representative of the Engineer-in-Charge in site order Book or/his authorised representative, namely AE or JE. The Engineer should also be invariably present during important stages of the execution of the work to be clearly specified by EE in his letter to the contractor. The Engineer should also be associated with measurement of important items of work. In addition the contractors' Engineer shall be present at the site of the work, whenever desired by the Engineer-in-Charge. In this respect an advance intimation shall be given by the department verbally or in writing. Suitable directions should be issued to the AEs to verify this during their inspection of work and measurements recorded by the JE. It is also essential that the certificate that a qualified engineer satisfactorily employed by the contractor as per the provisions of clause 36 has looked after the work during its execution is recorded by the AE alongwith each running bill. Executive Engineers should also verify the fact of employment during their visit of works.

32.12.2 Certain Administrative instructions as regards this clause are given as under :—

(i) There shall be no objection if an Engineer or Overseer looks after more than one work, provided the total value of works under him does not exceed Rs. sixty lacs in the case of an Engineer and Rs. Twenty five lacs in the case of an Overseer.

(ii) It is not necessary for a contractor (or partner in case of firm/company) who is himself an Engineer/Overseer to employ another Engineer/Overseer for the supervision of the work, so long as the contractor/partner does work similar to what would have been done by an employed Engineer/Overseer.

(iii) The Retired Engineer/Asstt. Engineer who are holding Diplomas may be treated at par with Graduate Engineers for the operation of the above Clause.

Staff to be Employed by Contractor on Works

32.12.3 The contractor shall employ the following technical staff during execution of works :

(a) For works with estimated cost put to tender more than:

(i) Rs. ten Lakhs for Civil Work.

(ii) Rs. five Lakhs for Elec/Mech. Works.

Graduate or retired AE possessing at least recognised diploma.

(b) For works with estimated cost put to tender:

(i) More than Rs. five Lakhs but less than Rs. ten Lakhs for Civil Works

(ii) More than Rs. one lakh but less than Rs. five lakh for Elec./Mech. works

Recognised Diploma Holder.

(c) Discipline to which the Principal Technical Representative should belong:

Civil/Elect./Mech.

(d) Minimum experience of works ..... Years

(e) Recovery to be effected from the Contractor in the event of not fulfilling provision of clause 36(i):

Rs.4,000/- per month for Graduate.

Rs.2,000/- per month for Diploma Holder

Clause 42

32.13 Clause 42 (ii) and (iii) of PWD Forms 7 and 8 lays down that recovery at a specified rate (higher than the normal issue rates) is to be made from the Contractors for use of cement and steel in excess over the quantity arrived at by theoretical calculation. The intention behind the clause is that the Contractor shall take only the required quantity of materials and if any such materials remained unused at the time of completion or determination of the Contract it has to be returned to the Engineer-in-Charge. The clause specifically provides that the material not so returned shall be recoverable at the rates as specified. The rates so specified forms the reasonable compensation for the breach of the provisions therein. Thus this particular clause is not in the nature of penalty but provides a reasonable compensation. The aggrieved party for the breach of the contract can receive reasonable compensation, not exceeding the amount so named. The recovery of the rates specifically mentioned in the particular clause for such breach is not the black market rate of the cement or steel but a contract between the parties provided as reasonable compensation for breach of the contract relating to the excess issue of cement and steel, not returned by the contractor.

In order to operate the provision of this clause effectively it is necessary that with every running account bill a statement showing the theoretical

requirements of cement and steel for the items of work done and measured should be prepared and 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 calculations are worked out. It will also enable exercise of broad check over the consumption of these materials during the execution. As already mentioned above the recovery at the rates so specified in the clause is for the material in excess over the quantity arrived at the theoretical calculations not returned by the Contractor (and not for excess consumption). It is thus particularly essential for the Engineer-in-Charge never to admit that entire quantity of material issued had actually been consumed in the work. In the counter statement of facts in Arbitration also statement such as excess material has actually been used in the work should never be made. It is also absolutely necessary that a notice in writing should be issued by the Engineer-in-Charge to the Contractor to return the materials issued in excess of the theoretical quantity as provided in clause 42 and 10. Only there after action for recovery on clause 42 is to be taken.

32.14 In the judgement of the Delhi High Court delivered in Civil Suit No. 27-A/75 Mehta Teja Singh & Co. Vs. Union of India etc. the High Court have upheld that recovery at double the issue rate for the excess quantity of materials issued than the quantity calculated on theoretical basis under Clause 42 (ii) of the Contract Form PWD 7 and 8 as justified.

Annexure - 1

(Reference para 32.1 (C)

SPECIMEN NOTICE

To

The .....

Sub : .....

Dear Sir,

The stipulated date of for the above mentioned work was ..... as per agreement dated the ..... under clause 2 of the aforesaid agreement you have rendered yourself liable to pay compensation.

You are, therefore, requested to show cause within a fortnight of the issue of this letter as to why the compensation should not be levied upon you under the above referred clause of the general conditions of contract for delay in performance of the contract and to maintain the progress. If no, reply is received from you within the above period it will be construed that you have nothing to say in the matter and the necessary action will be taken.

Yours faithfully,

Executive Engineer

SECTION 33

FAIR WAGE CLAUSE AND CPWD CONTRACTOR'S LABOUR REGULATIONS

Provision of Act

33.1.1 The Contract Labour (Regulation and Abolition) Act, 1970 applies to every establishment in which 20 or more workers are employed or were employed on any day of the preceding 12 months as contract labour and to every contractor who employs or who employed on any day of the preceding 12 months; 20 or more workmen. The Act also provides for registration of establishment and Licensing of Contractors. Accordingly every principal employer is to make an application to the Registering Officer for registration of the establishment. Section 9 of the Act lays down that no principal employer of an establishment, required to be registered under Section 7 but which has not been registered within the prescribed time limit, shall employ contract labour after the date.

33.1.2 It has been clarified by the Ministry of Labour that the 20 contract labourers can be through one or more contractors and it does not matter that a single contractor may not be employing 20 or more contract workers. It is sufficient that a total of 20 contract workers (through contractors) are working in an establishment of Principal Employer.

33.1.3 If a contractor employs 20 or more workmen on any day in the preceding year, contractor is legally bound to take licence from the Licensing Officer i.e., Assistant Labour Commissioner, Central.

33.2 As required under Section 2 (i) (g) of the Act, the Ministry has decided to declare every Divisional Officer (Executive Engineer or Deputy Director of Horticulture) or any Sub-Divisional Officer in-charge of an independent Sub-Division as "Principal Employer".

33.3 The fees to be paid for the grant of Certificate of registration shall be as prescribed under the Act.

33.4 In pursuance of Section 12 of the Act, no contractor to whom the said Act applies, shall undertake or execute any work through contract labour except under and in accordance with a licence issued in that behalf by the Licensing Officer.

Acts/Omissions

33.5 The Appropriate authority in terms of Section 6 (ii) of the Central P.W.D. Contractors' Labour Regulations to approve the list of acts and omissions for which fines are liable to be imposed is the, "Chief Labour Commissioner."

33.6 The list of Acts and omissions for which fines can be imposed on workers by contractors is given in General Conditions of Contract.

Fair Wages

33.7 'Fair Wages' under CPWD Contractors' Labour Regulations means wages fixed and notified under the provisions of the Minimum Wages Act, 1948 from time to time. The fair wages clause is applicable only to those employees whose wages do not exceed the limit prescribed in the Act.

33.8 It should be the duty of the Labour Officer to make enquiries about non-payment of wages for preventing wages claims of Contractors Labour falling in arrears. For this purpose, it is essential that Labour Officer should make frequent site inspections as this is the only way of contacting Labour in the filed and thus preventing wages falling in arrears. Any case of accumulation of arrears should be specifically brought to the notice of EE and SE for enquiry.

33.9.1 The responsibility of identifications of Labour rests with the Labour Officer. He will, however, be afforded all assistance by the Junior Engineers.

33.9.2 The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. No labour below the age of fourteen years shall be employed on the work.

33.9.3 Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval of rest, if any, it shall not spread over more than 12 hours a day.

33.9.4 When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate.

Responsibilities of Field Officers

33.10 In order to ensure regular payment of wages to the Labour by the Contractor, the fair wages clause 19B (d) provides that the Executive Engineer or the Sub-Divisional Officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by the workers, non-payment of wages or of deductions from his or their wages which are not justified by the terms of the contract or non observance of the Labour regulations. In view of this provision and other provisions Fair Wage Clause as embodied in the agreement, it is incumbent upon the Ex. Engineer and the Sub-Divisional Officers to see that the Labour employed by the contractor is paid regularly and no arrears are allowed to accumulate on this account. For this purpose, they should see that the returns prescribed are duly submitted by the contractor and they should scrutinise them with a view to see that the contractor is duly fulfilling the conditions of the contract.

33.11 In case an Ex. Engineer finds it difficult to take action on the advice tendered by the Labour Officer under Contractors Labour for any reasons, the matter should immediately be reported to the Superintending Engineer concerned and obtain direction from him.

33.12 Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Responsibilities of Contractor

33.13 The Contractor shall comply with all the provisions of Minimum Wages Act, 1948. Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws affecting contract labour that may be brought into force time to time.

33.14 It shall be the duty of the Contractor to ensure the disbursement of the wages in the presence of the JE or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the Contractor to workmen.

33.15 The Contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entry in the prescribed 'Register of Wages' or the 'Wage-cum-Muster Roll' as the case may be, in the following form:—

> "Certified that the amount shown in column No. ..... has been paid to the workman concerned in my presence on ..... at .....

Deductions to be made from Contractor's Bills

33.16 The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the Labourers under clause 13 of these regulations. Actual payment to labourers will be made

by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

33.17 The Executive Engineer shall arrange payments to the Labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

33.18 The contractors in the CPWD are required to pay to the Labour employed by them either directly or through sub-contractors, fair wage as defined in the Contractors' Labour (Regulation and Abolition) Act, 1970 and the rules made thereunder.

33.19 No deduction of account of Jamadar's commission charges etc. is to be deducted from the wages of Labourers. In case the liability of the commission charges shall fall on the workers.

Procedure in case of Accidents to Contract Labour

33.20.1 In case of fatal accidents or accidents involving permanent total disability the accident must invariably be reported to the CE with a copy among others, to the SE and LOs concerned, immediately after the accident.

33.20.2 A meeting of the EE and the LO and the Medical Officer for Delhi only should be held within 24 hours of the accident for enquiry and report.

33.20.3 Thereafter the Labour Officer (EE concerned for Delhi) should make personal investigation into the matter and submit a brief report to the Chief Engineer with a copy to the SE concerned. The disposal of accident cases should be given priority at all levels.

SECTION 34

RULES FOR ENLISTMENT OF CONTRACTORS

34.1 The rules for enlistment of contractors in the CPWD are contained in Appendix 34 & Appendix20 (for Contactor of Elec. specialized jobs).

34.2 Dismissed Government servants should not be enlisted as contractors in the CPWD except with the prior approval of the C.W. Board.

Registers of Enlisted Contractors

34.3 Each Office shall maintain registers showing the enlistment of various contractors in different classifications. Whenever contractor are blacklisted, removed or temporarily suspended from the list of approved contractors a remark shall be made in the register against the contractors concerned.

Each Division and Circle Office should maintain a register for Circulars Imposing penalty of one kind or the other as a result of review of the Performance report in the following proforma :

1. Sl.No.
2. Name of the Contractor.
3. Regd./Un-regd.
4. Class of Registration.
5. Warnings issued.
6. Suspension of business for years.
7. Demoted from Class ..... To Class .....
8. Debarred/Blacklisted.
9. No. & date of DG(W) Office Circular.
10. Remarks.

It would be the personal responsibility of the EE to see that he has received all the circulars under the said series. At the time of handing over charge, the file should be handed over to his successors.

For all Contractors enlisted with CPWD

The report shall be written by the EE for the class or category according to their enlistment with CPWD and submitted to respective enlistment authority under the signature of the authority as mentioned below:

Class of contractor	To be submitted to	Signing authority
I (All categories)	DG(W)	CE
II (All categories)	ADG	CE
III (All categories) & IV (B&R),	CE*	SE
IV (Elect. & Fur) V (B&R)	SE*	EE

*Unless they themselves are the enlistment authority, they will forward the performance report to the enlistment authority.

For all Contractors who are not enlisted with CPWD

The report shall be written by the EE and submitted to the CE of the concerned Zone under the signature of SE of the Circle.

PROFORMA FOR PERFORMANCE REPORT OF CONTRACTORS OF CLASS IV (ELECT.), CLASS IV (FUR.) & CLASS V (CIVIL)

Name of contractor:
Enlistment number:
Enlistment authority with address
Note: The reporting officer is to mention grading on a 0-5 scale * considering all works done by the contractor during the year.

S. No.	*Description*	*Grading*
1	*2*	*3*
1.	Quality of work	
2.	Speed of execution	
3.	General (Materials, T&P, Behaviour & Report/Witness)	

Reporting Officer *Reviewing Officer* *Countersigning Officer*

PROFORMA FOR PERFORMANCE REPORT OF CONTRACTORS EXCEPT CLASS IV(ELECT.) CLASS IV (FUR.) & CLASS V (CIVIL)

Name of contractor:
Enlistment number:
Enlistment authority with address .....

Name of work:

Note: The reporting officer is to mention grading on a 0-5 scale* for items nos. 1(i), 1(ii)2(B), 3(ii) to 3(vi) For other items he should provide factual information only.

S. No.	*Description*	*Grading/Percentage/ Information*
1	*2*	*3*
1.	Quality of works:	
	(i) Structural work/conduiting & ducting/landscape (Where applicable)	
	(ii) Workmanship & finish (Identify and mention 3 major items and grade each of them on 0-5 scale)* *Grading on 0-5 scale shall be as follow: Poor - 0, Fair - 1, Average - 2, Good - 3, Very Good - 4, Excellent - 5.	
	(iii) Sub-standard/Defective work	
	(a) Defective work rejected with amount and also as percentage of total work (tendered amount in case of work in progress)	
	(b) Sub-standard work accepted/proposed to be accepted at reduced rates with amount and also as a percentage of total work (tendered amount in case of work in progress)	
	(iv) Technical staff employed on the work.	
2.	Speed of execution	
A.	(i) For completed work	
	(a) Stipulated period and period of extension granted.	
	(b) Compensation levied as a percentage of total cost of work executed	
	(ii) For work in progress	
	(a) Stipulated time	
	(b) Time elapsed so far	
	(c) % age progress as per schedule	
	(d) Actual progress	
	(e) Reasons for delay	
B.	Financial soundness and resourcefulness.	
3.	General	
	(i) Materials	
	Number of rejection of materials, either by test or visual	

(ii) Construction machinery and equipment deployed on the work
(iii) Shuttering & Scaffolding materials and other non consumables.
(For Horticulture work Equipment and T&P)
(iv) Behaviour of contractor/his employees
(Quote specific misbehaviour, if any)
(v) Responsiveness/sense of responsibility
(vi) Labour welfare measures

Reporting Officer	*Reviewing Officer*	*Countersigning Officer*

34.4 Confidential Registers similar to those maintained for contractors who are borne on the approved list the CPWD should also be maintained in respect of contractors who are awarded works on the basis of their enlistment with the state PWDs, MES or Railways.

Extract form adverse reports from the confidential register of contractors in respect of non-registered contractors with this Department may be sent to the concerned Department by the Chief Engineer concerned direct.

Government Record correspondence and Contractors

34.5 No contractor shall be entrusted with Government records at any occasion.

34.6 All notes, Demo-official, correspondence, U.O. Notes and any other Notes containing recommendations about any matters relating to contractors or others are to be treated as strictly confidential.

34.7 If a case of a contractor has been referred to higher authority by the Executive Engineer or the Superintending Engineer, no information should be given to the Contractor regarding the level at which the cases are being dealt with and the designation of the authority who is considering the case should also not be indicated. Any communication to the contractor in this respect should merely mention that the matter is under consideration.

Section 35

Arbitration and Litigation Cases

Application of Arbitration Clause 25 of Standard Contract Form

35.1 Clause 25 of the Standard Forms PWD 7 and 8 and other relevant clauses in PWD Forms 9, 11, 11 A and 12 provides for appointment of an Arbitrator in case of questions and disputes relating to certain matters, specified therein arising at any stage, whatever, between the parties. This, however, does not apply to action taken under following clauses where the decision of the specified Officer is final to the extent given below:

1. Clause 2: Decision of SE regarding rate at which compensation is recovered.

2. Clause 3: Expenses incurred by the Engineer-in-Charge in getting the work done either by employing labour or through another agency.

3. Clause 5: Opinion of the Engineer-in-Charge as to the reasonability of the grounds shown by the contractor for granting extension of time.

4. Clause 12: The proportion that the algebraic sum of amounts of deviations, altered, additional or substituted work bears to the original contract value, for the purpose of determining the reasonable extension of time for completion of work due to these components.

35.2 The Contractor cannot have recourse to a court of law for the redress of his grievances, unless he has exhausted the channel of arbitration as envisaged in relevant arbitration clause. Even if the contractor goes to court, the Executive Engineer should take a plea that the contractor being a signatory to the agreement containing arbitration clause, any dispute arising out of or in any way connected with the execution or work has first to be settled by reference to arbitration.

Application for Appointment of Arbitrator

35.3 A standard application form seeking appointment of arbitrator has been evolved. Contractors seeking arbitration should apply in this Form (Annexure 1).

35.4.1The application form duly filled in shall be submitted by the contractor to the Chief Engineer, with two copies thereof to the concerned Executive Engineer. All the three copies of the application form shall be accompanied by a statement of claims in the matter indicated in the application form.

35.4.2The arbitration clause can be invoked by the Engineer-in-Charge as well by applying to the Chief Engineer for appointment of the Arbitrator. He should apply for arbitration as and when the dispute arises and should not wait till the end. He should also stick to the time schedule mentioned in the clause 25(i) for contractor.

35.4.3The party invoking arbitration clause should give information enough to justify existence of dispute. For this purpose the party has to give details about the demand having been made and its refusal by the other party. It is held by Courts of Law that a "dispute" implies an assertion of right by one party and repudiation thereof by the other. Existence of a dispute is a condition precedent to arbitration. If there is no existence of dispute there cannot be any right to demand arbitration.

In view of the above, the Chief Engineers should ensure that before appointing arbitrator, they should ensure that existence of dispute(s) has been established. For this purpose the party invoking arbitration clause should be asked to produce documentary evidence of its claims having been duly lodged with the other party and refusal by the other party to accede to them.

Preparation for arbitration cases

35.5 The following steps should be taken by the Divisional Officers with a view to properly defend the Arbitration cases:

(i) As soon as a Contractor applies for arbitration, Executive Engineer should prepare a detailed history sheet containing the data regarding estimates, designs and drawings, NIT, agreements, extra and substituted items, reduction statements, extension of time/notices issued under clause 2, 14 etc. and send a copy to his Superintending Engineer.

(ii) List out important letters in respect of the issues raised by the contractor or the important notices by the contractor or the important notices issued to the contractor and place these originals in a separate file. In the routine file, true copies of these documents may be placed.

(iii) Keep original agreements, plans, designs including the calculations for these if available, details of measurements and analysis of rates attached to the technically sanctioned estimates, all the MBs connected with the work, cash book, site order book, cement register in safe custody of the Executive Engineer alongwith original listed in para (ii).

(iv) The measurement books should be closed.

(v) All the files connected with the work should be properly page-numbered stitched and sealed and kept by the Executive Engineer alongwith the above record.

(vi) If there are important situations or circumstances which are not available on the file but are only known to the Executive Staff, their signed statements regarding the factual information should be obtained and kept on record, as after a lapse of time, they may not be available for personal discussions or they may be unable to recall past events.

(vii) The Executive Engineer may call the Executive Staff in charge of the work from their new stations for any information that he may need to collect by personal discussions, but only under orders from the Superintending Engineer concerned.

35.6.1If the work has been completed the final bill should be prepared as early as possible, in any case before the disputes are referred to arbitration. The Superintending Engineer/Executive Engineer should ensure that the bills are finalised immediately, if not already done.

35.6.2A detailed note on the facts of the case dealing with each and every item of the claims and/or counter claims should be prepared by the Executive Engineer along with reference to various relevant documents supporting the Government case or negotiating the Contractor’s claim.

Processing of Contractor’s Application

35.7 The Executive Engineer shall send one copy of the application of contractor direct to the chief Engineer with the undernoted information, without

waiting for a reference from the Chief Engineer and within 15 days from the date of receipt of Contractor's application in his office with a copy to Superintending Engineer. Superintending Engineer should send his report to Chief Engineer immediately.

(a) An attested copy of relevant arbitration clause.

(b) A note regarding verification of the factual data furnished by the Contractor in the application form.

(c) Brief comments on each claim of the Contractor. While giving such comments, the admissibility of the claims in the light of arbitration clause and Limitation Act, will be kept in view and commented upon.

(d) Statement of counter claims of the Department if any. However, if counter claims are not readily enlisted or available, comments on contractor's claims should not be delayed.

Appointment of Arbitrator

35.8 The standard form of appointment letter at Appendix 35 is to be used for appointing an Arbitrator.

35.9 In those cases where the amount of the claim is less than Rs.1,00,000/- (Rupees One lac) para 2 of the standard form should be deleted. (Para 2 states that the Arbitrator shall give reasons for the award if the amount of claims in dispute is Rs. one lac or above).

35.10 The Government of India have appointed a panel of Arbitrators in the Ministry and generally the cases of disputes between the Government and other parties are referred to the sole arbitration of one of them as may be decided by the Chief Engineer/Director General (Works).

35.11 The person thus appointed shall be the sole Arbitrator and his award shall be final and binding on all parties to the contract, unless it is set aside by the Court.

35.12 Whenever a notice for appointment of an arbitrator is received from a contractor in terms of clause 25 of Agreement Forms 7 and 8 (and corresponding clauses in other forms), the Chief Engineers should process the cases so as to appoint an arbitrator within 30 days from the receipt of such a notice. The time limit of 30 days for appointment of arbitrator should be strictly adhered to.

35.13 In cases, where no agreement exists or where no clause exists in an agreement for referring the matter of dispute to the sole arbitrator of a person to be appointed by the Chief Engineer/DG (W), the disputes should not be referred to arbitration by mutual consent and no agreement should be drawn up for this purpose.

35.14 The authority of an appointed arbitrator does not become revocable except with the order of the court. It shall not be revocable by the death of any party or parties to the contact.

35.15 The draft letter for appointment of new arbitrator due to transfer or vacation of office by the old arbitrator shall be as per Appendix... 36.

Action subsequent to Appointment of Arbitrator

35.16 When the Arbitrator enters into reference and writes to the parties to the contract to file the statement of facts and counter statement of facts before him,

the Executive Engineer should take prompt action to prepare the defence duly supported by adequate documentary evidence and witnesses and arrange for its submission to the Superintending Engineer and the Departmental Counsel, as may be necessary and get their approval and send to the Arbitrator by the date and within the time specified by him. In cases where the claims (excluding interest) exceed Rs. Ten lakhs advice of Techno-Legal Cell should be sought as given in para 35.28.1.

35.17 Executive Engineers should deal with submission of Counter statement with utmost urgency and priority. Anyhow, keeping into account the various difficulties in filing the counter statement, it has been decided that the EE's should submit the counter statement of facts normally within one month and in really exceptional cases within two months from the date of receipt of the statement of the facts.

35.18 The EEs should invariably follow this time limit. However, in cases where they foresee some unavoidable delay in adhering to the time limit they should explain the position to the Arbitrator and obtain extension of time before the expiry of the stipulated date.

Engagement of Lawyers other than Departmental

35.19 Where the counsel of the Department is not available and/or where it is considered desirable to avail of the services of a local lawyer to conduct a case on behalf of the Department or assist the Departmental counsel, fees may be paid at the rates approved by the State in which the cases are conducted. In such cases approval of the Chief Engineer/A.D.G./Director General (Works) as the case may be, should be obtained before engaging such lawyer.

35.20 Where the fees are in excess of the approved rates of charges laid down by the State Administration, prior approval of the Government should be obtained.

35.21 In the case of Officers (EEs) at stations where Senior/Junior Counsel is also stationed the EEs should not engage Private Lawyer/Standing Government Counsel locally except in extreme case where Sr. Counsel/Junior Counsel is not available due to unforeseen circumstances and the case can not be adjourned.

35.22 However, the mere fact that departmental counsel has not been able to come should not ordinarily call for adjournment of whole case and/or engagement of a private lawyer. In such circumstances, the arbitrators may hear the EE on the claims involving technical and physical points. For hearing on legal issues, they may if they are satisfied that hearing the government counsel is necessary adjourn the case only to hear him on that or those issues. The EEs may also where the nature of the claim warrants the presence of the Govt. Counsel seek adjournment if necessary, in writing.

Engagement of Departmental Counsel

35.23 In all cases, where the value of the claims is Rs. Fifteen lacs or more, the Senior Counsel must invariably defend the cases with the help of the Executive Engineer concerned before the Arbitrator. In all cases, which are defended by the Senior Counsel, the Executive Engineer should approach him from the very early stage and should ensure that the times for hearings are fixed by the Arbitrators to suit the availability of the Senior Counsel. The Executive Engineer, concerned should make it a point to contact the counsel and discuss the arbitration cases with relevant documents.

35.24 If the case is to be conducted by the Counsel of the Department, a copy of the detailed note referred along with copies of the documents referred to therein should also be forwarded to him with a draft counter statement/counter claims. The Superintending Engineer concerned should decide whether a particular arbitration case be conducted by the Executive Engineer himself or with the assistance of the Departmental Counsel. For individual claims upto Rs. 50,000/- which do not involve any point of law or interpretation of clauses, the Executive Engineer should prepare the cases himself without taking the assistance of the Counsel.

35.25 Where required, the Departmental Counsel would assist in preparation of the counter statement of facts on the basis of the notes/matter to be made available to him by the Executive Engineer.

35.26 All the documentary evidence in the case has to be examined carefully and placed before the Arbitrator as the situation and circumstances in each hearing demands, stressing the points of the Department to counter act the Contractor's Claim.

35.27 Where the contractor's claims are based on entries in the measurement books recorded by our own officer who may have colluded with the Contractors and made false entries, it is necessary that sufficient evidence contesting the correctness or veracity of the entries in the Measurement Books should be placed before the Arbitrator in support of the Contention of the Department and more care should be taken with regard to selection of the witnesses and evidence that is to be placed before him.

Techno-Legal Units

35.28.1 The Techno-Legal Units handle all arbitration cases, where the claim amount exceeds Rs. Ten lacs (excluding interest). Cases pertaining to Regions of ADG (S&P) and ADG (TD) are handled by SE(TLC) in the headquarters (called the 'Core Unit') and those pertaining to other Regions, by the SE(TLQA) of the concerned Region.

The Techno-Legal Units are required to take up the cases as soon as CSF/SF is prepared by the department and is vetted by the concerned SE. These Units scrutinise the CSF/SF and render necessary advice to the EE/SE regarding defence of the case. The EE/SE should, however, continue to follow the procedure of getting the CSF/SF vetted further by the Senior Counsel.

35.28.2 The Techno-Legal Units scrutinise cases of acceptance or otherwise of arbitration award in the power of ADG and DGW and render necessary advice. The Chief Engineers may also seek their advice in such cases.

35.28.3 All proposals for challenging the awards are to be referred to the Core Techno-Legal Unit. The Core Unit also deals with the cases of appointment of arbitrator other than the designated arbitrators of MUD, correspondence regarding legal opinions/opinion of Senior Counsel and suggestions for modifications to the existing Rules & Procedure and any clarifications needed.

35.28.4 The Techno-Legal Units are required to examine the awards with a view to check:

1. Whether the case has been properly defended before the arbitrator, and

2. Whether there are any lapses on the part of concerned officials due to which the award has gone against the department.

3. Techno-Legal Units shall bring such cases to the notice of Chief Engineer for appropriate action.

Production of Official Documents before Court/Arbitrators and Claiming 'Privilege' concerning the same

35.29 In the course of legal/arbitration proceedings, the Court/Arbitrators may either themselves or at the instance of the opposite party, require production of official records, e.g. files, correspondence, register or the other documents which are supposed to have a bearing upon the case. While the court/arbitrators may require production before them of any document relevant to the case, it must be borne in mind that in terms of Sections 123, 124 of the Indian Evidence Act, the Government is permitted ' to claim privilege for not producing documents, the disclosure of which may be considered detrimental to public interest. Such privilege may invariably be claimed in respect of all "unpublished records" of the Government i.e. documents which have not come to the knowledge of the other party. For this purpose "Notes Portion" of a file and all communications and letters other than those emanating from or sent to the party (Original or copies) should be treated as "Unpublished" records of the Govt. in respect of which privilege, as aforesaid, can be claimed. This will be done producing before the court/ arbitrators declaration signed by the DG (W)/CE as Head of the Department stating that documents referred in the declaration contain Unpublished official information relating to the affairs of the States and that privilege in respect of the same is being claimed as their disclosure would be detrimental to the Public Interest.

35.30 A Departmental officer may appear as a witness, if summoned by the Arbitrator at the request of a contractor also. He is expected to give true and correct facts of the case. Deterrent action should be taken against the officials concerned, if they are found responsible for giving wrong evidence or concealing materials facts in an arbitration case.

35.31 Wherever required and found necessary, records of C.TE./CE(CSQ)/QA Units objections on overpayments and defective work, reports of C.B.I./S.P.E. or the Vigilance units of the Department may be consulted and their assistance availed of.

Default of a Party

35.32 If the claimant fails to communicate his statement of facts in accordance with the time determined by the Arbitrator without showing sufficient cause, the Arbitrator shall terminate the proceedings. If the respondent fails to communicate his counter statement of facts within the time determined by the Arbitrator, the Arbitrator shall continue the proceedings without treating the failure in itself as an admission of allegations by the claimant. In case a party fails to appear at hearing or fails to produce documentary evidence, the Arbitrator may continue the proceedings and make the award on the evidence before him.

Issue of Award

35.33 Whenever an award is made by an Arbitrator appointed otherwise than through a court and if under the award, some money is payable to the Govt. by the Contractor, the Executive Engineer should first supply to the Arbitrator

stamped paper of appropriate value, as may be asked for by the Arbitrator according to amount of the award, as per the rules of the State, where the award is likely to be made by the Arbitrator and request the Arbitrator to write the award on the stamped paper (Non-judicial) so supplied to him.

35.34 It is open to objection in a court of law to write the award on ordinary paper and afterwards rewrite it on the stamped paper. The award should, therefore, always be obtained on the stamped paper. It is for the Arbitrator to say as to which party should supply the stamped paper in such cases.

35.35 As per the provision in the Arbitration clause, in all cases where the total amount of all the claims in dispute is Rs. One lac and above the arbitrator shall have to give the reasons for the award.

Filing of Award

35.36 After the award is published, it should be examined if it is acceptable to the Govt. Once the competent authority decides to accept the award, immediate action should be taken to make the payment to the contractor.

In cases where the awards are interest bearing and are proposed to be challenged the awarded amount may be deposited in the Court as provided under the provisions of order 24 of CPC in order to avoid the accrual of interest thereon.

Whenever amount of an arbitration award is deposited in court, intimation to this effect should simultaneously be given to the contractor.

35.37 The payment should be made to the contractor after obtaining an undertaking from the contractor for acceptance of the award in full and final settlement. Immediate payment ensures that the Department is absolved of the liability of payment of interest on the amount awarded. The undertaking is to be obtained from the contractor on stamped paper, as per specimen form approved by Ministry of Law enclosed at annexure "A". Before obtaining the said undertaking, the contractor will be addressed, as per specimen letter at annexure "B" formally informing him of the intention of the Department to accept the award. Thereafter the contractor will be called upon to sign the undertaking.

35.38 Immediately on decision to accept the award by the Govt. of India (i.e. by CE/ADG/ DGW as the case may be) or on receiving such intimation from the contractor, a communication as per Annexure-2 should be issued to the contractor intimating the fact of such acceptance and offer payment in terms of the award if the contractor communicates acceptance of the award within the specified time. Payment so made would bar the contractor from suing again in respect of the same dispute.

35.39 An Arbitration award shall not be discharged by the death of any party thereto either as respect to the deceased or any other party, but shall in such event be enforceable by or against the legal representative of the deceased.

Acceptance of Award

35.40 Director General (Works)/ADG/Chief Engineers in the CPWD have been delegated powers for acceptance of arbitration awards as given in Appendix 1.

35.41 Since, for filing objections against an award the period of limitation prescribed under the Arbitration and Conciliation Act, 1996 is three months from

the date of receipt of award by the party, the decision regarding acceptance of an arbitration award should be taken by the competent authority on priority basis.

35.42 The procedure followed in scrutinising the awards consists of examination of merits from factual, technical and legal points of view. The Executive Engineer should, within 7 days of receipt of arbitration award, send a self-contained reference together with a copy of the agreement, a copy each of the statement and counter statement of facts, a copy of the award, financial statement and his comments to Superintending Engineer. The Superintending Engineer should forward the reference with his comments to the Senior Counsel within 4 days of the receipt of the case from the Executive Engineer. Senior Counsel should then send the case with his recommendations to the Chief Engineer within 2 days and the latter should complete the scrutiny within 4 days. He should refer the cases beyond his powers to ADG or DGW as the case may be.

35.43 Copies of all the arbitration awards where reasons are given by the arbitrator shall be sent by the Chief Engineer to the concerned Techno-Legal Unit as soon as the awards are received. Financial implication statement in respect of such awards shall be prepared by the Executive Engineer/ Superintending Engineer in the usual form and sent to the Chief Engineer as well as to the concerned Techno-Legal Unit with the recommendations regarding acceptance or otherwise of the award.

35.44 The Executive Engineer should make payment to the Contractor in terms of the award within a period of 30 days from the receipt of acceptance of award from the competent authority and intimate the actual date of payment award to it.

35.45 The payments made on the arbitration awards, made rule of the court are treated as "Charged expenditure". The payments to the contractors may be authorised by the Chief Engineer, if the expenditure can be met from the "Charged" portion. If the payments against the award can not be arranged by the Chief Engineer out of that appropriations he may obtain assurance for funds required for the purpose from the Director General (Works). The Chief Engineer should send a complete report showing the expenditure incurred during the month and to the end of the month in respect of all the awards, decrees etc.

35.46 In all arbitration cases where awards of the Arbitrators go against the Department (whether by upholding the claims of the contractors or by rejecting the counter claims of the Department), detailed reasons and lapses, if any, on the part of concerned officials due to which the awards have gone against the Department, should be gone into in detail by the Chief Engineer concerned. The Chief Engineer should send his recommendations to DG(W) on the issue of fixing of responsibility and for taking action against the officers, wherever necessary.

The Chief Engineers will keep statistics of all such cases for the information of Government whenever required.

35.46.1 The arbitration award means the total award including the interest awarded by the arbitrator. The amount of such interest is to be worked out upto the date specified in the award. Therefore, the amount of the interest has to be taken into consideration while deciding the authority competent to accept the award. However, in case no fixed date is specified in the award and the interest is to be paid upto the date of actual payment of award amount to the contractor, the likely date of such payment may be taken into consideration. There may be

a situation that after acceptance of the award by the competent authority, the actual payment to the contractor gets delayed beyond the anticipated date due to some unavoidable circumstances and the amount of interest increases to an extent that the total amount of award exceeds the power of acceptance of the authority that accepted the award. In such cases, the payment may be made to the contractor as early as possible and the case may be submitted to the next higher authority, competent to accept the increased amount of award, for ex-post facto approval.

Setting Aside of the Awards

35.47 The question of challenging the arbitral award in a court of law should be considered very carefully. Under section 34 of Arbitration and Conciliation Act, 1996, there are very few grounds available to challenge the arbitral award as follow:

(a) The party making the application furnishes proof that—

(i) a party was under some incapacity, or

(ii) the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force, or

(iii) the party making the application was not given proper notice of the appointment of an Arbitrator or of the arbitral proceedings or was otherwise unable to present his case, or

(iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of submission to arbitration, or it contains decision on matters beyond the scope of submission to arbitration, provided that, if the decision on matters submitted to arbitration can be separated from those not submitted, only the part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside, or

(v) the composition of the arbitral tribunal or arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or failing such agreement, was not in accordance with this Part, or

(b) The court finds that—

(i) the subject matter of the dispute is not capable of settlement by the arbitrator under the law for the time being in force, or

(ii) the arbitral award is in conflict with the public policy of India.

Since almost all the awards are interest bearing the question of depositing the awarded amount in the court should invariably be examined by Chief Engineers to save payment of interest. They should give specific recommendations in this respect while recommending challenging of awards in the case of interest bearing awards.

35.48 An application for setting aside an arbitrate award may not be made after three months have elapsed from the date on which the party making that application had received that arbitrate award or from the date on which his application for correction in or interpretation of arbitrate award in terms of section 33 of the Arbitration and Conciliation Act, 1996 was disposed of by the arbitrate tribunal/ arbitrator. Under section 32, a party can make an application

for correction or interpretation within thirty days of receipt of the arbitrate award.

35.49 If the award is found to be in order from all aspects, it need not and should not be challenged. Legal proprieties and prudence demand that such matters should be examined by Ministry of Law before the award is challenged. Therefore, all proposals for filing appeal against the arbitration awards, irrespective of the value of award should be referred to the Ministry of Law for final decision through the Ministry of Urban Development.

The following documents may be sent invariably with all awards:

1. Contract agreement in original.

2. Award of the Arbitrator.

3. Legal opinion of Govt. Counsel/Counsel CPWD/Local Legal Department of Ministry of Law where obtained.

4. A statement in the proforma is given below.

Proforma

Claim wise Statement of Arbitration Award for the Work.

1. Claim No.

2. Brief description of claim/counter claim as justified by the arbitrator.

3. Amount of claim.

4. Amount of award.

5. Recommendations (EE's).

6. Recommendations (SE's).

7. Recommendations (CE's).

Period of Limitation

35.50 It is a term of the CPWD contract in the relevant arbitration clause that if the contractor does/does not make any demand for arbitration in respect of any claim (s) in writing within 90 days of receiving of intimation from the Government that the bill is ready for payment, the claim of the contractor (s) will be deemed to have been waived and absolutely barred from the liabilities under the contract in respect of these claims.

In spite of above specific provision in the arbitration clause, the Chief Engineers should not withhold appointment of arbitrator on the ground that the request was received after the expiry of the specific period mentioned in the relevant arbitration clause of the agreement, but should appoint the arbitrator clarifying in the letter of appointment of the arbitrator that the reference is without prejudice to the defence that may be raised by the Government regarding the tenability of the claim on all necessary and available grounds including those of limitation and the parties to the agreement will be free to raise the question of limitation before the Arbitrator.

While examining the request for arbitration from a contractor or supplier or any claim in a litigation case, the Executive Engineer should examine whether

the claim of the contractor is time barred, in accordance with the provisions of the Limitation Act, 1908 or 1963 as the case may be. This point should be taken into consideration in preparing the defence.

35.51 The question as to whether any dispute had become time barred will itself be a dispute which can only be settled by Arbitration. The stage of reference is not concerned with the question whether the claim of the party to the arbitration agreement is barred by the Law of Limitation and that question falls within the province of the arbitrator to whom the dispute is referred. The reference of the disputes, even though seemingly time barred, would therefore be made to the arbitrator. The parties would be free to agitate the question of time bar before the arbitrator, who would no doubt consider this point and give his award. However, it can be clarified in the letter of appointment of the arbitrator that the reference is without prejudice to the Defence that may be raised by the Govt. regarding the tenability of the claim on all necessary and available grounds including those in limitation.

35.52 An appeal before the Division Bench is to be filed within thirty days of pronouncement of judgement by the High Court. If for any reason delay occurs, the Court has to be approached for condonation of delay in filing the appeal, and the Department has to explain the day to day delay, to the satisfaction of the Court. Every care should, therefore, be taken in handling such Arbitration/Court cases and it should be ensured that timely and prompt action is taken within the period of limitation.

Court Cases

35.53 Before any action is taken in a court of law against some party for amounts due to Govt. a reliable report of its financial standing should be obtained and simultaneously the expenditure likely to be incurred to recover this amount should be carefully estimated so that unnecessary expenditure on litigation may be avoided, where there is no reasonable chance of recovering the judgement debts from the party concerned.

35.54 Although it is the primary responsibility of the Departmental Counsel or Govt. Counsel at the particular station where the case has jurisdiction to see to the proper defence of the case, it is equally the responsibility of Superior Officer of the department to keep constant watch over the progress of these cases and see that all such cases, at every stage, are processed properly so that the cases do not go against the Government interests by default resulting in financial loss etc. to the Government.

35.55 The Superintending Engineer should, therefore, see that all such cases are reported to the Chief Engineer as soon as a suit against Government is threatened by any aggrieved party or the Department itself intends to file a suit against a contractor or third party. The first report from the Superintending Engineer about such cases should give a brief description of the case and the steps which are being taken or have been taken for the proper defence or prosecution of the suit. Thereafter, fortnightly reports on each such case should be sent to the Chief Engineer detailing the progress of the case and further action taken or to be taken for its defence or its successful prosecution.

35.56 To enable him to discharge properly the responsibility that has been placed upon him in the matter of defence of court cases, the Superintending Engineer should observe the following instructions:

(a) The Executive Engineers of the Division concerned will be primarily responsible for handling and defending the court cases. He will collect all the relevant records and compile it for the benefit of the Counsel.

(b) The Superintending Engineer should also give adequate and timely instructions to the Executive Engineer to ensure that case is defended properly and handled expeditiously.

(c) If it is considered necessary to obtain the advice of higher authorities at any stage, the Superintending Engineer should refer the matter immediately to the Chief Engineer concerned for advice, either personal or in writing, according to the needs of the occasion.

(d) In order that the Superintending Engineer keeps himself fully conversant with the progress of each case, he should obtain regular reports from the Executive Engineer about the progress of the case from time to time. He will send monthly reports to the Chief Engineer. All defence statements to be filed by the Executive Engineer should be approved by the Superintending Engineer and the Counsel before the statement is filed.

35.57 In all court cases, concerning this department which the EEs have to defend with the assistance of Government Advocates/Counsels, the EEs concerned should intimate the complete postal address and telephone numbers (both offices and residence) to the Advocates/Counsels, so that any information/developments relating to the case is intimated to them straight away without referring the matter through the Secretary of the Ministry or any other higher ranking Officer.

Judgement in Court Cases

35.58 The progress of the cases in the court should be watched by the Executive Engineer who is in charge of the cases as well as by the Office of the Chief Engineer concerned on the basis of the monthly reports. It shall be the responsibility of the Executive Engineer to send a report to the Chief Engineer direct within 48 hours after the court has delivered a judgement which is adverse to the Govt. with copies to the Superintending Engineer and the Ministry for information.

35.59 It shall also be his responsibility to apply for and furnish with the minimum delay a copy of the judgement and all other relevant papers, his own comments and the opinion of the counsel conducting the case on the advisability of filing an appeal/revision petition to enable the Govt. to come to a decision whether an appeal/revision should be filed or not. There should be no delay in communication between the Executive Engineer and the local counsel and personal contact by telephone etc. should be maintained with him.

35.60 On receipt of the relevant papers from the Executive Engineer, the Superintending Engineer should send his own comments to the Chief Engineer. The Chief Engineer should examine the matter on receipt of the Executive Engineer’s report and should consider the advisability of the filing an appeal/revision petition in the light of the comments of the Superintending Engineer. Thereafter, the Chief Engineer should forward his proposals to the Ministry to enable them to seek the advice of the Ministry of Laws.

35.61 The proposal should be made well in advance of the last date of filing an appeal and it should be complete in every respect i.e. copy of the judgement (if

such copy has not been received, a verbatim report of the same) and all other relevant papers should accompany the proposal.

35.62 It is essential that there should be coordination between the different sections of the Directorate General of Works and Chief Engineer's Office in such matters, i.e. the section concerned should communicate to the other sections wherever any important decision of general interest is taken on a contractor's claim.

35.63 In all cases where the Officers of the Central PWD are required to give instructions to the Government pleaders in connection with court cases, they should give complete written instructions in regard to each case. The Executive Engineers and Superintending Engineers should also see that there is no avoidable delay in the issue of the instructions to the Government pleader. In any case the instructions must be communicated at least a day before the date of hearing.

Law Charges on Civil Suits

35.64 The costs and expenses incurred on civil suits in connection with the execution of Government works may be divided into three categories given below:

(i) The amount of the claim for which a decree is given.

(ii) The amount of incidental costs incurred by the executing department in connection with a work financed from its own departmental heads of expenditure e.g. when the PWD carried out a work chargeable to the Public Works Heads of Expenditure, and

(iii) The amount of incidental costs incurred by the executing department in connection with a work financed from a different head of expenditure, for instance when the public works department executes a work the cost of which is debitable to the head of account other than the Public Works Expenditure e.g. Civil Aviation, Defence etc.

35.65 The decretal amount of the claim vide item (i) above should be debited in all cases to the works concerned and the charges referred to in item, (ii) above to the sub-head "Establishment Contingencies" of the executing department. As regards, (iii) the amount should generally be borne by the department on whose behalf the work is undertaken on the ground that the action of the executing department was as agent and taken in the interests of the work.

35.66 When, however, it is established that the law suit has been caused by a deliberate act of an employee of the agent department for his personal gain the charges should be adjusted by recovery from the individual concerned or by debit against the merits of each case. Such cases should be submitted to the Government of India for their orders.

General

35.67 In order to enable the Executive Engineers to put up proper defence of the case, it is necessary that as and when the EEs hand over charge of the Division/transferring arbitration cases/works, they should unless all the facts and arguments are already explained in the written counter statement of facts, prepare and place on record a self-contained note giving all the facts of the case and detailed comments of the claims.

35.68 In order to enable speedy disposal of cases, the Executive Engineers should not ask for adjournment to the extent possible.

35.69 The Executive Engineer should always maintain a separate file so far as the disputes that have cropped up on the work during the progress of the work. In case of his transfer or relinquishing charge due to any other reason, he should leave a self contained note on the file, at the time of his handing over charge, giving full background of all the disputes that have cropped up to the time of his incumbency, various developments thereon and the order passed with due reference to the connected files. This should form a necessary and essential feature of all the handing over notes. Suitable method and procedure should be devised in the Divisional EEs Office by which such files are carefully preserved and become available at a later stage to the Executive Engineer, who is required to defend the case.

35.70 The transferred EEs should make a comprehensive note about the pending claims of all the contractors for works in progress or completed in their time except those where counter statement of facts have already been prepared. The note should indicate the admissibility or otherwise of each claim and the orders of competent authority. The note alongwith attested true copies of important letters mentioned therein should be handed over to their successor/other division.

35.71 It should be made a rule in the Divisional Office that all drawings issued with the NIT and those subsequently followed for execution of works are properly preserved and kept along with the contract documents. It should be ensured by the Executive Engineer that suitable and adequate arrangements are made in his division regarding preservation of all important document, registers etc. Besides others, a list of all such records should be prepared and kept handy so that correct position of each case may be known to the Executive Engineer, who is required to conduct the case to enable him to do so on proper lines.

35.72 The arbitration cases should not be considered as legacy of old and defunct decisions handed over to subsequent Executive Engineers. These should, on the other hand be given due importance and dealt with on priority basis at all stages, till these are finally disposed of.

35.73 One of the important documents for defence in an arbitration case is the agreement. It is essential that a copy of the Superintending Engineer’s orders conveying his decision on recovery of compensation and copies of sanctioned extra substituted and deviated items, details of abnormally high/low rated items and sanctions to extension of time etc. should be attached to the original agreement so that these are readily available during the hearings of the arbitration case. It would be better if these papers are got signed by the contractor as far as possible so that any claim on these issues can be refuted before the Arbitrator.

35.74 Before a dispute is put to arbitration, the department should know its exact position with regard to each item of the claims under dispute. It is very necessary that a very close and thorough study of the relevant documents is made and the case prepared accordingly.

35.75 Executive Engineer will send a quarterly statement (ending March, June, September and December) of pending arbitration cases in the proforma Annexure ... 3 on 7th April, 7th July, 7th October and 7th January every year to the Superintending Engineer, who should send a similar statement for the entire

circle to the concerned Chief Engineer on 15th April, 15th July, 15th October and 15th January every year. These reports should be reviewed by the Chief Engineers at periodical meetings with their Superintending Engineers/Executive Engineers to expedite the finalization of arbitration cases.

35.76 All correspondence between EE and his SE/CE regarding appointment of arbitrator or on award and subsequent court cases if any should be through D.O. letters and should be sent through special messengers in the same station.

Jurisdiction of Courts

35.77 The courts of the place from where the tender acceptance letter has been issued shall have the jurisdiction to decide any dispute arising out of or in respect of the contract.

Annexure - 1

Notice For Appointment of Arbitrator

(Refer Para 35.3)

To

The Chief Engineer,
..... (Zone)
.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which EE entered into contract
6. Contracted amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signature of the applicant
(only the person/authority who
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount claims.
2.
3.
4.

Yours faithfully,

(*Signature*)

Copy in-duplicate to:

1. The Executive Engineer,
   ..... Division.

Annexure - 2

(Refer Para 35.38)

To

.....
.....

Sub: Award dated ..... made by Sri ..... Arbitrator in regard to the disputes arising out of agreement No. ..... and referred to arbitration in arbitration case No.

Dear Sirs,

With reference to the award mentioned above, I am to say that the President of India has decided to accept the said award provided you accept the same as final and binding. Please intimate that you agree to accept payment of the sum awarded in full and final settlement of all your claims forming the subject matter of the reference to arbitration in the above case.

Yours faithfully,

Executive Engineer
For & on behalf of the President of India.

Annexure - 3

(Refer para 35.75)

Name of Division Name of Circle Name of Zone

QUARTERLY STATEMENT SHOWING POSITION OF PENDING ARBITRATION CASES (NUMBERS ONLY), FOR THE QUARTER ENDING .....

PART I

	As at the ends of previous quarter	Added during the quarter	Cleared during the quarter	Total	Balance	
					Over 3 months	Over 6 months
	1	2	3	4	5	6
(A) Requests made appointments not made						
(B) Appointments made, S.F. received but CSF not sent						
(C) Award received but payment not made						

PART II
DETAILS OF CASES PENDING WITH ARBITRATORS FOR MORE THAN 12 MONTHS

Case No.	Name of Arbitrator	Name of Work & Contractor	Appointed on	Remarks why pending

Chapter IV

SECTION 36

ACQUISITION OF STORES

Classification of Stores

36.1 The Stores of the Central PWD are divided into the following classes :

(i) Stores or general stores;

(ii) Tools and Plant;

(iii) Road metal; and

(iv) Material charged direct to works.

36.2 Tools and Plant of a Division are further divided into following kinds :

(a) General or ordinary tools and plant i.e. those required for the general use of the Division.

(b) Special tools and plant i.e. those required not for general use, but for a specific work.

36.3 The cost of the supply, repairs and carriage of articles of class (a) above is charged to the Minor Head "Tools and Plant'' under the Major Head "2059 Public Works'', where as similar charges of class (b) are borne by the work concerned. In both cases, cost is charged in the accounts against sanctioned estimates in the same way as expenditure on works, though for the purposes of sanction, it is treated as expenditure on Tools and Plant.

Reserved Stock/Stores

36.4 Ordinarily, the materials should be purchased only for the works in progress and no reserve stock should be kept except with the specific sanction of and to a monetary limit to be prescribed by the competent authority. Due consideration of the anticipated requirements of the stores according to the nature and quantum of work to be executed in each Division during a year should be taken and estimate prepared on the basis of these figures.

36.5 In order to facilitate control over the purchases of stores for works in the Division, particularly Maintenance divisions, all estimates for a year should be sanctioned well in advance of commencement of that year. A statement of materials required for the work in each Sub-Division should be attached to each estimate. To facilitate consolidation, the material should be grouped in a pre-determined order in each statement. Before the commencement of the year, requirements of materials of all work in a Sub-Division and the Division should be consolidated.

36.6 The manufacture or collection of materials involving an outlay of Rs. 50,000/- or upwards must, in all cases, be covered by an estimate showing proposed outlay and the material to be received.

36.7 If the material is required for a work duly sanctioned or for reserve stock within the sanctioned limit for the Division, the estimate will merely require the approval of the Superintending Engineer for purchase exceeding Rs. Two lac. In other cases it would require the administrative approval, expenditure sanction and technical sanction of the competent authority as though for an original work.

36.8 The ADG/Chief Engineer have full powers to sanction the limits of reserve stock for various Divisions under their control. This power does not vest in any lower authority.

36.9 When a reserve stock limit has been sanctioned, the Executive Engineer is authorised, subject to the approval of a proper estimate thereof to purchase or manufacture stock within the sanctioned limit. It should be ensured that the materials are purchased strictly in accordance with the requirements of the work and utilised to the best advantage of Government. The purchase or indenting in excess of the requirements should be avoided.

36.10 In case certain materials are rendered surplus to requirements as a result of certain deviations, alterations, substitutions or reduction in the quantity of items during the course of execution of work or where some materials become surplus on completion of work, because it was purchased as a precautionary measure for avoiding any possible delay in procurement or where some provisions have to be made for any other contingencies arising during execution of work or where the outlay has been prohibited for any considerable length of time, the EE should take action to transfer such materials to other works in progress where these are likely be used within a reasonable time, or bring such materials to the stock account as the case may be, provided that they are serviceable. Where the materials rendered surplus cannot be utilised in any of the manners indicated above the EE should take necessary steps to dispose of the materials by sale.

Road Metal

36.11 The stock of road metal is maintained mostly in the Divisions which are in the charge of maintenance of roads. Same requirements, as in case of stores, as referred to above, are to be fulfilled in respect of acquisition of stock of road metal.

Tools and Plant

36.12 Ordinary tools and plant required for the general use of the Division can be purchased or manufactured against sanctioned estimates with the exception of purchases or manufactures not exceeding Rs.10,000/- for which estimates are not required. The powers of Officers to sanction estimates for purchase, manufacture and repairs of Tools and Plant are, subject to the instructions hereunder, the same as their powers to sanction estimates technically under para 2.7. Before sanctioning the estimate for Tools and Plant it should be ensured that necessary budget allotment exists under the minor head "Tools and Plant''.

36.13 Purchase of Motor Cars, Trucks, Jeeps and other plant and machinery will be regulated by special orders of the government.

36.14 Budget provision under the Head "Tools and Plant'' should be restricted to ¾% of the anticipated works outlay of the Central PWD for one year.

Special Tools and Plants

36.15 Cost of special tools and plant needed for a specific work would be included in the estimate for the work concerned.

SECTION 37

PURCHASES OF STORES

Bulk Purchases

37.1 Materials required for construction and maintenance by the Central PWD Divisions in Delhi are generally stocked in the Central Stores Division I & II for all building stores. In Divisions located outside Delhi concerned Executive Engineers are required to take necessary steps for arranging procurement of stores direct in accordance with the procedures laid down in this Section.

Central Stores

37.2 In Delhi, the statements of annual requirements of Divisions are required to be scrutinized by the concerned Executive Engineer so as to earmark distinctly the items to be procured through the Central Stores Division and those to be procured direct. A copy of the statement showing the materials and quantities required to be procured through the Central Stores Division is sent to that Division by 1st of April, every year for arranging bulk purchase after consolidating requirements of all Divisions located in Delhi.

37.3 Some of the important building materials generally procured by the Central Stores Divisions are as under:

(i) Cement

(ii) Steel reinforcement bars

(iii) C.I. Pipes

(iv) G.I. Pipes

(v) Sanitary wares and sanitary fittings

(vi) Water supply fittings

(vii) Door and window fittings

(viii) Glassware & sheets,

(ix) Rotomoulded polythelene tanks.

37.4 The Executive Engineer, Central Stores Division arranges the bulk purchases through the DGS&D/open market and then issues to the respective Divisions at Delhi against their requisitions.

37.5 Such items which are not meant to be procured through the Central Stores Divisions should be listed out separately and the Executive Engineer of the Division concerned should draw out a programme for placing orders for the same against the DGS&D rate contract. For materials which are not to be purchased through the DGS&D tenders/quotations should be invited after observing the procedure laid down for local purchase.

37.6 In places outside Delhi, the Executive Engineer concerned should himself take action as above for the stores required for the works in his Division.

37.7.1The Policy of Govt. is to make purchase of stores for the public services in such a way as to encourage development of indigenous production of stores to the utmost possible extent and to make the country self sufficient in the matter of its own requirements.

In order to give effect to the above mentioned policy, provisions of Chapter 8 General Financial Rules should be followed.

37.7.2The "Open Tender" system that is invitation to tender by public advertisement should be used as a general rule and must be adopted in all cases in which the estimated value or the demand is Rs.50,000/- and above. However, the "Limited Tender" system may be adopted instead of "Open tender" system even when the estimated value of the demand is not less than Rs.50,000/- in the circumstances noted below. In limited tendering system, press advertisement shall not be necessary.

(i) When sufficient reasons exist which indicate that it is not in public interest to call for tenders by advertisement. In every such case the reasons must be recorded by the procurement officer and communicated to the Accounts Officer Concerned, confidentially, if necessary.

(ii) When the Indenting Officer certifies that the demand is urgent and any additional expenditure involved by the elimination of open competition must be incurred in all such cases the Indenting Officer must place on record the nature of urgency and why the demand could not be anticipated.

(iii) When the sources of supply are definitely known and possibility of fresh source beyond those being tapped is remote, in all such cases approval of the competent authority to dispense with the advertisement should be taken.

37.8 As it is not business like to purchase stores in driblets, periodical indents should be prepared and as many articles as possible be obtained by means of such indents. At the same time care should be taken not to purchase stores much in advance of actual requirements, if such purchases are likely to prove unprofitable to Government.

37.9 In order to ensure that the stores do not carry a large inventory and at the same time to avoid stock out position of essential category of items, the Executive Engineer, Central Stores Division should carry out a proper A-B-C analysis to determine the Safety stock limits of various items and the most appropriate frequency and quantity of ordering further supplies. He should keep a special watch on slow moving items to avoid their accumulation in the stores.

Purchase through DGS&D

37.10 The DGS&D is the Central Purchase Organisation of the Government of India and is required to purchase stores of various kinds on behalf of all offices of Govt. of India. All articles with the exception of those noted below are required to be purchased through the agency of the DGS&D.

(i) Food Stuffs and Forage.

(ii) Lethal stores.

(iii) Stationery stores (Other than paper of all kinds, whether in sheets, rolls, reels, or pads and cardboards, mill board, pulp boards, pasteboards and strawboards), and stores as detailed in the list appended to the Rules regulating the purchase of stationery stores for Public Service.

(iv) Mathematical instruments which under standing orders are to be obtained from the National Instruments Limited.

(v) Coal, coke, firewood and charcoal.

(vi) Straw.

(vii) Road metal, bricks, stone, marble, lime, sand, chalk, cement, steel, G.I. and C.I pipes and fittings, water supply fittings, sanitary wares and fittings, fans, electrical fittings, fixtures, wires and other building materials etc.

(viii) Furniture, country carts and boats and such hand carts as can be satisfactorily and economically obtained from local sources.

(ix) China glass, cutlery, plate, crockery and perishable fabrics, including linen for residences which are furnished by Government.

37.10.1 While taking a decision for purchasing items of compatible rates and quality from market or from DGS&D, reasons should be recorded.

Direct Demanding Officer

37.11.1 In Central PWD normally the Executive Engineer are authorised as Direct Demanding Officers by the DGS&D. The Executive Engineers should invariably take steps to get their names included as Direct Demanding Officer for which they should take up the matter wherever required through their Superintending Engineers. Items for which, a rate contract exists, order may be placed direct with the concerned firm provided the name of the indenting officer is included by the DGS&D in the list of Direct Demanding Officers. The list of such items is revised from time to time by the DGS&D and such items are indicated in the booklet issued by them every 6 months titled "List of stores on rate/running contracts".

37.11.2 A large number of Executive Engineers of CPWD have been declared as direct demanding officers for placing supply orders against item existing on the rate contracts of DGS&D. It has, however, come to the notice of this Directorate that supply orders are placed without verifying availability of funds or budget provision and in certain cases for quantities, far in excess of the immediate requirement.

37.11.3 It has also come to notice that while placing supply orders, all the columns are not filled, in the quantities are not mentioned in words, with the result that the quantities can be easily tampered with. A few cases of issue of fake supply orders have been pointed out by DGS&D.

Following instructions should be strictly adhered to while placing the supply order against DGS&D R/C items:

(i) All the columns of the supply order should be filled in and supply order signed and affixed with seal of the DDO.

(ii) The quantities, rates and amounts against each item should be given in figures as well as in words. Where the rates/charges such as incidental charges cannot be ascertained fully, the approximate rates and amount should be given both in figures and words.

(iii) All supply orders should be countersigned by Superintending Engineers, who would examine the requirements of all the items given in the supply order and would also ensure that the budget provisions exists.

(iv) If the amount of any supply order exceeds Rs.50,000/- this should be issued only after specific approval of the Chief Engineer concerned, who would ensure that the order placed is for immediate requirement and Chief Engineer controlling the budget should ensure budget provision. The fact that

the supply order has been approved by the Chief Engineer in regard to quantities as well as budget provision should be clearly stated in the body of the supply order.

(v) Any splitting of supply order to circumvent the above requirement under (iv), will be viewed seriously and should be brought to the notice of DG(W) by the Chief Engineer.

Centrally Operated Items

37.12 Critical items which are in short supply are directly dealt with by DGS&D for which indents irrespective of their value should be placed on the Headquarters officer of the DGS&D for necessary procurement. The list of such items is also revised from time to time by the DGS&D and such items are also indicated in the booklet issued by them every 6 months titled "list of stores on rate/running contracts".

Monetary Limits

37.13 Irrespective of their monetary value, indents for excepted articles mentioned in para 37.10 above are not to be placed on the DGS&D. The powers for purchase of such articles will be same as for acceptance of tenders for works.

Financial Sanction

37.14 The indentor should ensure that necessary financial sanction of the competent authority exists before the demand is placed on the DGS&D. No indents would be complied with unless it is accompanied by a certificate over the signatures of the indentor to the effect that :—

(a) The expenditure involved in the indent including the estimated cost of freight and the departmental charges (in the case of non Government and Deposit works), has received the sanction of the competent authority. (The indent will give an indication as to whether the stores indented for are required for bonafide use or for non Government and Deposit works).

(b) Funds are available to meet the expenditure under the proper head in the sanctioned budget allotment of the indenting Department/Office.

(c) A sanction shall not lapse if tenders have been accepted (in the case of local or direct purchase of stores) or the indent has been placed (in the case of Central Purchases) on the DGS & D within the period of one year of the date of issue of that sanction even if the actual payment in whole or in part has not been made during the said period.

The indenting Officer should, however, make provision for funds required in the budget of the next financial year depending upon the delivery period of the stores as per the Contract and subsequent amendment if any.

37.15 As an exception to the above provision, the DGS&D accepts indents form the Executive Engineers of the CPWD in emergent cases in anticipation of sanction. Indents for such works should be accompanied by a certificate in the following Form :

"I certify that sanction of the competent financial authority has been applied for the expenditure involved which is being incurred in anticipation of sanction under para 118 of CPWD Code.

37.16 Apart from the availability of funds, other columns of the indent/order forms should be carefully filled in, indicating clearly :

(i) Head of Account to which the cost of the stores in question is debitable.

(ii) Name of the Accounts Officer through whom the debit is to be passed.

(iii) Detailed specification and standard of the stores required.

(iv) Date on which the stores are required to be supplied.

(v) Detailed consignment instructions, giving clearly postal and telegraphic address of the consignee and indentor.

(vi) The manner in which the consignment is to be despatched viz. "Owner's Risk" or "Railway Risk", "Goods train" or "Passenger Train" or "QTS'' (Quick Transport Service) where it operates.

(vii) The rate and amount should be clearly mentioned specifying in clear terms if it is F.O.R./F.O.B./C.I.F. station of despatch/Destination/part of despatch/port of disembarkation.

37.17 The specifications of stores required should be carefully decided before placing indents on the Supplies & Disposals Directorate so that changes can be avoided after contract has been finalised as far as possible. Where Indian Standard Specifications are not available, specifications as consistent with the requirement of safety, security and end-use of the stores according to necessities of the structures and installations, may be decided having regard to technical limitations of the indigenous productions.

Cancellations and Change in the Indent

37.18 The Officers of the CPWD should carefully note the following procedure prescribed for observance by the Supplies and Disposals Directorate on receipt of reduction/cancellation of demands intimated to them by the Indentors :

(i) The terms of a contract are binding on both the parties and a contract during its currency can be cancelled or modified only by mutual consent. The purchase Organisations will not therefore proceed to cancel a contract in whole or in part straightway on receipt of the indentors request.

On receipt of request for cancellation/reduction, each case will be examined by purchase Organisation immediately with reference to the terms and conditions of contract by the Purchase Officer within whose powers of purchase the contract falls and after obtaining legal opinion where necessary. If the legal opinion confirms that the purchaser is within his rights with reference to the terms and conditions of the contract to cancel the contract, as, for example where the delivery period has expired, action will be taken to give effect to cancellation/reductions straightway.

(ii) Where, however, it is clear that the terms and conditions of the contract do not permit cancellation/reduction without the contractor's consent, the firms will be approached and persuaded to agree to cancellation/reduction without any financial repercussions. If the firm agrees, the formal amendment of cancellation will be issued by the Purchase Officer concerned making it clear that the reduction/cancellation is by mutual consent.

(iii) Where the firms do not agree to cancellation/reduction without financial repercussions, the contractor will be asked not to make further supply and not to incur further expenditure pending decision as to whether the contract should be terminated pursuant to the Termination of Contract Clause and what the quantum of compensation payable if, any should be. The indentor/consignee will also be advised of the position. Simultaneously arrangements will be made for independent inspection of the stores in an unfinished state of supply with a view to ascertain the correct position of the supply of stores contracted for and the reasonableness or otherwise of the compensation claimed by the contractor. After the Purchase Officer, in consultation with Associated Finance is satisfied that the amount of compensation claimed by the contractor is reasonable, the Indenting Officer will be addressed explaining the issue involved and the amount of compensation that may have to be paid to the contractor and asked whether he wants the contract to be cancelled and is prepared to bear the compensation; if the Indenting Officer still desires cancellation and is prepared to bear compensation, the cancellation/reduction will be affected by the purchase Organisation with the approval of the Head of the Organisation/Ministry.

(iv) In all cases involving financial repercussions, the Associated Finance will be consulted at every stage right upto the payment of compensation.

37.19 The Central Purchase Organisation can (within certain monetary limits) place contracts at price higher than those intimated in the indents without reference to the indentor.

37.20.1 Whenever the cost of stores indented for exceeds the prescribed limit the purchase organisation will obtain Indentor's concurrence for the extra expenditure involved before the actual placement of the order. The Indenting Officer should, when giving concurrence, certify the availability of funds as under :-

"I certify that the extra expenditure involved has received the sanction of the competent financial authority and that the funds are available under appropriate head in the sanctioned budget allotment of the indenting department for the year".

37.20.2 The Departments of the Central Government/Heads of Departments are empowered to authorise advance payments to (i) establishments and reputed firms with whom annual contracts for servicing of air conditioners, water coolers, typewriters, etc. are entered into and (ii) firms including Govt. run organisation like State Trading Corporation etc. for supply of stores (iii) Payment of court fees and fees of Arbitrations subject to the following conditions :

(i) Advance payments are made only in cases where it is considered absolutely necessary.

(ii) The advance payment is made on the basis of valid expenditure sanction issued with the concurrence of competent authority.

(iii) The amount of advance payment in one case should not exceed the following limits:—

(a) 90% of the total value of supplies or Rs. One lakh , whichever is less, to private firms.

(b) 90% of the total value of supplies or Rs. Ten lakhs, whichever is less, to a Public Sector Undertaking of State/Central Government agency. In special cases falling in this category, 100% advance payment of total value of supplies (subject to overall ceiling of Rs. Ten lakhs) may also be made, if considered absolutely necessary.

(c) In case of service contracts the amount of payment should not exceed the amount payable in one year under the contract.

(iv) Adequate safeguards are provided to ensure Government interests and the administrative authority concerned is fully satisfied on this account. If considered necessary the firm may be required to execute an agreement stipulating the terms and conditions under which advance payment is being made, particularly, where advance payment is proposed to be made without entering into a formal contract, Ministry of Law may be consulted while drawing the form of agreement.

(v) The firm should be well established and have reputation for fair dealing.

(vi) The Officer drawing the money for making advance payment to suppliers of stores shall be responsible for its adjustment for which purpose he will send the detailed bill to the Accounts Officer within a period of one month form the date of drawal of advance. If an advance cannot be adjusted within one month of the drawal of advance, a detailed report should de sent to the Administrative Ministry concerned.

(vii) A second advance shall not be drawn for making advance payment to a firm/supplier unless the earlier advance, if any, made to the same firm/supplier has been adjusted.

(viii) The amount of advance shall be drawn on a simple receipt and accounted for under the head to which the expenditure on supplies or services in question would be debited.

The advance payments in cases not covered under the above paragraph would be made with the prior approval of the Ministry of Finance (Department of Expenditure).

Delay in Supplies

37.21 In case supplies are delayed beyond the period stipulated by the indentor it would not be necessary for the Supplies & Disposals Directorate to have the availability of funds recertified from the indentor and so long the indent is not cancelled they shall assume that funds are being provided from time to time to cover the cost of stores. They will, however, keep the indentor informed of the prospects of supply from time to time to enable the indentor to carry forward the funds accordingly.

37.22.1 The public Accounts Committee had emphasised that the indenting departments should invariably ascertain the position in regard to supplies with in the year and estimate as accurately as possible the total expenditure against its appropriations. In case the supplies are not likely to mature during that year, immediate steps are to be taken by them to surrender the funds and the provision made in that behalf would be made in the next year’s budget estimates or revised estimates.

37.22.2 The Estimates Committee of the Parliament (4th Lok Sabha) have suggested that the indentors should be impressed upon the imperative need for given the correct and detailed description of stores in the indents to avoid unnecessary correspondence resulting in delay in the supply of stores.

37.23 The Indenting Officers should not enter into direct correspondence with the suppliers or their agents in cases where the work of procurement is entrusted to the Central Purchase Organisation.

37.24 Rush of expenditure on the purchases of stores at the close of the year should be avoided. The indents on the supplies and Disposal Directorate should be placed by indenting authorities upto the 1st of February every year, as there is little likelihood of supplies materializing and payment being made within the financial year if the indents are placed after that date.

37.25 In the case of purchase of building materials in Divisions at Delhi, a certificate of non-availability of materials should be obtained in writing from the Executive Engineer, Central Stores Division concerned and even then it would be better that the Executive Engineer Central Stores Division purchases such materials instead of the indenting Divisional Officers resorting to purchase by themselves.

37.26 The Central PWD may place orders direct, for articles of furniture and fittings required for buildings in the charge of that department and for other special articles in respect of which the design and selection involves special architectural or technical knowledge.

Inspection of Stores ordered through DGS&D

37.27 In case of supplies ordered against DGS&D Rate contracts or indented through them inspection of the supplies received is to be made by the respective Inspection Wing of that Department. The Inspection wing certificates are furnished by the Supplier to the consignee who after having recorded the required certificates about receipt of the goods in good conditions, sends specific number of copies back to them and to the Controller/Dy. Controller of Accounts (Supply) as indicated by them.

Purchase of Cement & Steel

37.28 All Executive Engineers in Delhi are required to send their quarterly requirements of cement to the Central Stores Division, New Delhi one quarter in advance. In the case of Divisions located out side Delhi, the requirement is to be sent to their respective Central Stores or the Chief Engineer.

37.29 Those Divisions located in Delhi should draw their requirements from the Central Stores Division.

37.30 Open tenders/quotations will be called from the main producers as well as secondary producers having valid IS license, through Press Notice, for Destination. The tenders/quotations may be invited for small quantities in a continuous manner to maintain regular flow of steel to meet the requirement without storing large quantities.

Purchase of Plant and Machinery

37.31 When indenting for plant and machinery etc. the indenting departments should take a decision as to the quantity of spare to be purchased alongwith the main equipment and also to place an indent therefor on the purchasing

organisation. The Indenting Officer should also specify whether any of the following guarantees is required to be obtained from the supplier of the equipments.

(i) A guarantee from the supplier of the equipment that he will supply spare parts if and when required on an agreed basis for an agreed period. The agreed basis should be an agreed discount on the published catalogue prices.

(ii) A warranty to the effect that before going out of production for the spare parts, he will give adequate advance to the purchaser of the equipment so that the latter may order the balance of the life time requirements in one lot.

(iii) If possible a warranty to the effect that the supplier of the original equipment will make available the blue prints of drawings etc. of the spares if and when required in connection with the main equipment.

In the indent for spare parts reference to the number and date of the contract for the main equipment and any guarantee/warranty incorporated therein should be quoted by the indenting officers.

37.32 The indenting departments should endeavour to adopt Indian Standard Specifications wherever available and where such specifications are not available they should be consistent with the requirement of safety, security and end use of the stores, permit relaxation in indigenous production.

37.33 Machinery and equipment which is not indigenously manufactured or for manufacture of which certain parts are required to be imported from abroad, are arranged against specific quota of foreign exchange for the purpose from "Soft Currency" or "Hard Currency" countries.

Foreign Exchange

37.34 "Soft Currency" purchases are made against foreign exchange in rupee payments, whereas those in "Hard Currency" are made against foreign exchange. Requirements of foreign exchange are to be submitted to the Ministry of Finance through the Ministry of Urban Development every six months for the periods April-September and October-March, in the proformas as prescribed by the Ministry of Finance.

37.35 While framing the proposals for demand of foreign exchange, it should be examined by reference to "Hand Book of Indigenous Manufacture" issued by Technical Development Directorate whether the particular items required are indigenously manufactured or not. In case where the indigenous manufacture does not suit the requirements of the work/projects adequate reasons justifying the demand for foreign exchange should be furnished while placing the demand with the Ministry of Finance. The demands should be accompanied by an explanatory note on each items, indicating the purpose and know how of the machinery and equipment to be imported.

37.36 The Ministry of Finance allocates foreign exchange to the Ministry of U.D. which in turn allocates the same to particular projects in each zone of the Department. On receipt of the quota allotment of foreign exchange, an application in the prescribed form duly supported by the clearance given by the Technical Development Directorate should be submitted for obtaining necessary import license from the Chief Controller of Imports.

37.37 The period for which these licenses are required should be specifically mentioned in the applications so as to avoid making subsequent reference for

extending the validity. In doing, so, all factors relating to the placement of order through Supplies and Disposals Directorate, Foreign Supply Missions, date of shipment, the period for shipment to reach India and destination in the country should be taken into account.

37.38 To avoid any deficiencies in the specifications and consequent disputes with the suppliers at later stage, all documents, specifications and standards of the items required and other terms and conditions including operations, warranty and maintenance period, where necessary should be carefully examined and complete details furnished in all relevant correspondence in case of such imports.

SECTION 38

PAYMENT FOR THE SUPPLIES

38.1.1 All the stores received are verified and measurements and details thereof are to be recorded in the Measurement Book if the purchase is for specific work and in the Goods Receipt sheet if the purchase is for stock. Payments are to be made by the Executive Engineer on the basis of the entries recorded in the Measurement Book or Goods Receipt sheet as the case may be, according to the terms of the payment as finalised in the supply order. Photo copy of the measurement book should be attached with the bill.

Payments against Rate Contract Orders and Insurance Charges

38.2 In respect of the supplies received against the orders/indent placed against/through the DGS&D Rate Contracts, the payments are made on the basis of inspection certificates issued by the Inspection Wing of the Supply Department and Receipt Certificate recorded thereon by the consignees. After the payment is made to the Suppliers by the Controller/Dy. Controller of Accounts (Supply), the office sends the bills and the inspection notes (duly verified by the consignee) to the concerned P & A Officer of the consignee (Divisional Officer) who in turn issues cheques for the payment to the Controller/Dy. Controller of Accounts (Supply), prepares PAO adjustment memo for the payment so made and sends the same to the consignee concerned. The consignee adjusts the memo through transfer entry in the monthly accounts, crediting the amount to the remittance head and debiting to the work concerned.

Payment for Steel & Iron

38.3 For steel, advance payments shall be made only to main producers, i.e. TISCO, IISCO, RINL and SAIL. The Superintending Engineer shall have full powers for the same. Advance payment @ 100% inclusive of octroi, bending bundling charges is made for procurement of steel form the stockyard of the Steel Authority of India Limited or any other producers before the suppliers issue the necessary delivery order. Sales tax where payable will be paid extra. In case advance payment of more than 100% plus sales tax is demanded by the Suppliers, prior approval of the competent authority will be obtained before payment is made.

Payment of Cement

38.4 For DGS&D Rate Contract supplies, 98% payment is made on production of proof of despatch by railway i.e. railway receipt and balance 2% after receipt of the consignment in good condition by the Consignee. Payment without consignees receipt certificate is permissible if the latter is not received within two (2) months from the date of despatch. In case of local deliveries, 100% payment is made on production of consignees receipt certificate.

38.5 The consignee should watch the actual receipt of the Stores and report non-receipt or shortages or rejections to the paying authority without loss of time and in any case within 30 days of receipt of proof of despatch/arrival of stores at destination.

Advance Payments for Purchase of Stores

38.6 The Chief Engineers, Superintending Engineers and Executive Engineers are authorised to make advance payments upto 90% to the firms for supply of stores upto the limit of their respective powers of acceptance of tenders subject to the following terms and conditions :—

(i) Advance payment shall be made only in cases where it is considered absolutely necessary.

(ii) The amount of advance payment against contract shall be made on the basis of a valid expenditure sanction issued with the concurrence of the competent authority.

(iii) The amount of advance payment against contract for supply of stores shall be restricted to 90% of the cost of stores and the payment be made only against the despatch documents. Pre-inspection of the stores ordered should be ensured before making advance payment.

(iv) Where advance payment is made, transit insurance must be obtained from the supplier and the advance must be against Guarantee of equal amount from a Scheduled Bank.

(v) The officers drawing the money for making advance payment to suppliers of stores shall be responsible for its adjustment within a period of one month from the date of the drawal of advance.

(vi) The amount of advance shall be drawn on a simple receipt and debited to the suspense account “Contractors other Transactions/Advance payments”, in the works abstract of stock or work concerned.

(vii) The advance payment in cases not covered by the above conditions shall be made with the approval of DG(W).

SECTION 39

INSURANCE

General

39.1 The Govt. Property, both movable and immovable should not, normally, be insured. No subordinate authority, therefore, undertake any liability or incur any expenditure in connection with the insurance of such property without prior consent of the Ministry of Finance in the case of immovable property and DG(W) in the case of movable property.

39.2 In cases where it is decided to insure properties or goods under the direct or indirect control of the Central Government, the procedure as laid down by the Ministry of Finance from time to time should be followed.

39.3 The DG(W) has full powers in the case of insurance of movable property. The Chief Engineer is, however, empowered to incur expenditure on the insurance of materials and equipment received on loan or as aid from Foreign Governments or International or other Organisations if, according to terms of the contract or agreement, insurance of such materials or equipment is necessary. Materials purchased ex-factory should be necessarily insured.

Inland Transit Insurance

39.4 In cases of consignment of stores in general, despatch on F.O.R. station of despatch basis and in the case of fragile stores in particular, where the suppliers do not accept DGS&D's transit insurance clause and the stores cannot be booked by the Railway under a clear Railway receipt at Railway risk, and if the indentor/consignee wants the stores to be insured against loss or damage in transit, the supplier should be asked to do so sufficiently in advance under a registered letter under advice to the DGS&D who will make necessary provision in the contract by means of an amendment, if the acceptance of tender has already been issued.

39.5 Payment of extra charges on account of such insurance will be made by the concerned Controller/Dy. Controller of Accounts (Supply). If the indentor/consignee does not follow this procedure, he will make himself liable to bear the entire loss on account of the losses/breakages in transit. On the other hand, the Suppliers will be responsible for the entire loss on account of losses/breakages in transit, if any, if they fail to insure the stores not withstanding the instructions received by them in this regard. Whenever occasion arises for making provisions for the payment of insurance changes in the relevant accepted tender, the supplies Directorate should stipulate for information of the Suppliers that claims for insurance charges should be shown as a separate item in their bills duly supported by the Insurance receipts and submitted to the concerned Controller/Dy. Controller of Accounts (Supply) for payment. In other cases, where the price quoted by the supplier includes the element of cost of transit, insurance, the DGS & D will place contracts containing necessary provision for insurance of the stores during transit.

39.6 In such cases FOR Station of despatch contract, where the suppliers have not accepted the DGS&D's standard clause of transit insurance, the consignee will be responsible to :—

(i) Lodge claims for loss or damage to stores in transit with the carrier Railways and directly pursue the claims with the carriers;

(ii) Inform the supplier Controller/Dy. Controller of Accounts/Insurance Company about the loss or damage;

(iii) To report the cases of dispute to the purchase Officer either pursuing the matter with the Railways/Higher authority or for suggesting write off; and

(iv) Write off the amounts that could not be recovered either from the supplier or the carrier Railway in accordance with the procedure laid down in the Departmental Regulations.

39.7 In the case of FOR Station of despatch and FOR destination contracts, where the suppliers accept the DGS&D's standard transit insurance clause, the consignee will merely file the claims with the cariers and report the fact to the suppliers. Thereafter it will be the responsibility of the suppliers to pursue the claims with the Railways and settle the matter.

39.8 The inland transit insurance, whenever required by the Indentors/consignees should invariably be arranged with a Nationalised Insurance Corporation/Company of India in preference to the Railways.

39.9 In case of loss or damage to stores in transit where the stores have been insured by the supplier against such risks, he will take up the matter with the insurer and recover the loss from them. The indentor will be responsible for payment of stores actually received by the consignee.

39.10 Where the suppliers arrange transit insurance, they should notify the consignee in writing when forwarding the despatch documents, such as, Inspection Notes, Railway Receipt etc. about the limit within which the claims for shortage/damages in transit should be filed to enable the consignee to do so within such period. It is the responsibility of the Indentor/consignee to prefer the claims within the specified period wherever suppliers notify them that transit insurance cover will be valid only upto a particular period failing which their claims are likely to be ignored.

Insurance if Imported Stores in Transit

39.11 The responsibility for arranging insurance of imported stores is that of the indentors who are expected to take out individual policy with a Nationalised Insurance Corporation of India. Details of the policy should be indicated by the indentors in their indents/contracts.

SECTION 40

LOSSES OR DAMAGES OF/TO STORES

Booking of Stores

40.1 Definite and clear instructions are required to be given in the indent/order with regard to mode of despatch and consignee's address, which are very necessary for correct and intact delivery of the stores. To avoid losses and damages to Stores in transit, the following information should be as detailed as possible as not to leave any loophole for any dispute or misinterpretation at a later stage :-

(i) Consignee's Postal & Telegraphic address.

(ii) Station of dispatch (Railway region should be clearly indicated).

(iii) Whether to be booked by Goods Train, Passenger train, quick transport service of Railway.

(iv) Whether to be booked at Owner's risk or Rail risk.

(v) Whether it should be covered by transit risk insurance.

40.2 Where for booking of goods, by rail or road an enhanced risk is provided, additional charges above those prescribed for the booking of goods at Owner's risk rate being in the nature of insurance charges, such additional expenditure for booking goods at Railway risk shall be incurred as per power delegated.

40.3 In cases, where there is only one set of rates for carriage of goods by rail and there are no alternative Owner's risk rates, such charges are treated as freight charges. Air lifting of stores should be resorted to only in rare cases of extreme urgency in consultation with the Internal Financial Advisers.

Taking Delivery of Consignment

40.4 The consignee is responsible for verifying at the time of taking delivery from the railway Authorities that the stores have been received intact without loss or damages. When stores are despatched in full wagon loads, consignees should verify that the seals of the wagon are intact. If the seals are found tampered with or broken, delivery should be taken in presence of responsible Railway Officials. If there is evidence of loss or damages, necessary certificates to that effect should be obtained from the appropriate Railway Officials before taking delivery. The loss or damage should in every case, be promptly reported to the Suppliers (Contractor, Purchase Officer, who place the order, as well as to the Pay and Accounts Officer, responsible for payment for the stores), as otherwise the consignee will be deemed to have accepted the Stores. In any event, the consignee should not before checking and verifying the stores, give a receipt certificate to the supplier. Railway receipts for consignment of materials should be endorsed in favour of the stores keeper or Junior Engineer or any other responsible officer of the department who should personally take delivery of Government Stores and hand them over to the carriage contractor.

40.5 Where due to any practical difficulties it is not possible to deploy any departmental officer for keeping a watch on the arrival of consignment and to take delivery thereof after completing formalities and it is intended to endorse, the Railway Receipts in the name of the carriage Contractor, a condition for obtaining an additional security in the shape of bank guarantee should be stipulated in the tenders for carriage of materials. The amount of the security in

the shape of bank guarantee should be 10% (ten percent) of contract amount and this will be in addition to the normal cash security deposit recoverable from the contractor's bill as per usual terms of agreement. This condition will apply to all annual carriage contracts and can also be applied even for such contracts which may extend over a long period but less than a year.

40.6 Specimen draft conditions to be incorporated in tender documents for such works is as per Annexure I. This may be adopted with suitable changes, if required, to suit local conditions.

40.7 While endorsing the Railway Receipts in favour of cartage contractors in such contracts where requisite bank guarantee has been received, the undernoted form of endorsement may be adopted and the consignee should suffix his dated signature over his stamp showing designation etc.

"Please hand over the material to

Shri.....

whose signature is attested below''.

Losses/Damages in Transit

40.8 Whenever the losses or damages occur in transit, the responsibility for the same varies according to the circumstances of each case and the terms of contract. In the case of contracts, stipulating delivery F.O.R. station of destination, the contractor is liable for any loss or damage that may occur in transit and to make good the same by replacement free of charge at destination or accept deduction from his bill for the quantity lost or damaged in transit.

40.9 In the case of contracts stipulating delivery, F.O.R. station of despatch if the suppliers have agreed to the Indentor's conditions that they will be responsible until the stores contracted for are received in good condition at the destination, the responsibility rests with them as in para 40.8 above.

40.10 In cases, however, where the suppliers do not agree to take responsibility for loss or damage in transit, the goods pass to the name of the consignee as soon as the same are accepted by the Railway Administration for carriage, the Railway acting as a bailee. Thereafter, the supplier is ordinarily not responsible for any loss or damage to goods that may occur enroute, if he has been able to book the goods in a railworthy condition under a clear receipt without any adverse remarks as to the condition of the goods or the packing.

40.11 The goods are to be despatched by clear RR only. However, in cases, where goods are despatched under a "Said to contain" receipt, the supplier shall be fully responsible for loss in transit. The consignee should incorporate a certificate on the Receipt Certificate, in the Inspection Certificate or Firms Invoice on the following lines:

"Consignment's was/were despatched under clear/said to contain Railway Receipts at Railway/Owner's risk".

40.12 For shortages/ damages in respect of consignments despatched under clear Railway Receipt at Railway risk, the suppliers will not be responsible. The consignee will take up the matter with the carrying Railways for direct settlement. If the claims are rejected by the carriers the Indentor/Consignee will have to bear the loss. The concerned Pay and Accounts Officer will make full payment for the quantity despatched.

40.13 Full details in respect of deficiencies and breakages etc. which are clearly attributable to the carriers should be shown against paragraph 3(a) of the Receipt Certificate portion of Form DGS & D 84 and the consignee should prefer a formal claim against the carrier for the loss or damages. The Pay and Accounts Officer shall send a copy of the consignee's report to the Purchase Officer. No deduction will be made on this account from the suppliers' bill if the stores are booked against clear R/Rs and the suppliers are not responsible for breakages/losses in transit.

40.14 For shortages/damages in consignment despatched either under said to contain Railway receipt or at owner's risk, the Pay and Accounts Officers will make necessary recoveries on the basis of remarks incorporated by the consignees on the Receipt Certificate.

40.15 In cases where consignees do not exhibit particulars mentioned in the Receipt Certificates mentioned above or where the suppliers get balance 10%/5%/2% payment without consignees receipt certificate the Pay and Accounts Officer will assume that the R/Rs were clear and that no recoveries were to be looked for and/or effected by him.

40.16 In doubtful cases, in which it is not possible to fix the responsibility definitely on the supplier or the carrier, the deficiency, breakage etc. together with the amount recoverable should be indicated against paragraph 3 of the Receipt Certificate to enable the Pay and Accounts Officer to make necessary recoveries. If it is found later on, that the supplier is not responsible, a refund will be made to him and the consignee asked for write off the amount.

40.17 The bill for the recovery of compensation in case of losses or damages in transit in the case of contracts placed on F.O.R. station of despatch basis should in all cases, where the carrier has been found responsible, be prepared against the carrier by the consignee and not by Purchase Officers. Any compensation recovered from the Railway will be credited to Government if it is held that supplier is not liable to loss or damage. If the supplier is held liable and the value is recovered from him, any amount recovered from the railway will be paid to the supplier.

40.18 In cases where breakages, losses are frequent in respect of consignment despatched by a particular firm, the Inspection Wing, will investigate the same and furnish the report to the Suppliers Directorate concerned who will take further action on the merits of each case.

40.19 Claims on the Railway should be made by the consignee within 6 months of the receipt of the stores at destination or otherwise it will be time-barred under the Railway Act. Once a claim is made within 6 months on the Railway Administration, a case against the Railway may be filed in the Railway Claims Tribunal, where it is decided to pursue a claim in spite of its rejection by the local Railway Authorities.

Annexure - I

(Refer Para 40.6)

DRAFT SPECIMEN ADDITIONAL CONDITIONS

1. The Contractor or his duly authorised agent shall collect the Railway receipts, duly endorsed in his favour, from the office of the EE/AE/JE on all working days and give proper acknowledgement thereof.

2. The Contractor shall also give a pre-receipted unstamped receipt for the materials mentioned in each railway receipt.

3. The Contractor shall be fully responsible for the safe custody of the materials after taking delivery from the railways till the time and materials are delivered to the authorised representative of the Deptt. The Contractor shall submit an irrevocable bank guarantee for Rs. ..... in favour of the President of India within ten days of the date of written order to commence work, to cover the losses which may result due to delay in taking delivery, pilferage or deterioration in the quality of materials while in the custody of the Contractor. This Bank guarantee shall be in addition to the Security Deposit to be deducted under the terms of the agreement and released on satisfactory completion of work. The Railway receipts will be handed over to the Contractor only after he has submitted the bank guarantee in the manner as specified above and the Contractor will be responsible for all demurrage, wharfage and other losses which the Government may sustain on account of delay in furnishing the Bank Guarantee. The Government will be entitled to recover amount of such losses from the dues of the Contractor.

CONTRACTOR EXECUTIVE ENGINEER

SECTION 41

SALES TAX

41.1 The Sales Tax shall be paid to the seller of goods if under the terms of supply order it is payable in addition to the price of the goods.

41.2 Sales tax is not leviable in respect of stores/materials issued by the Department from their stores to contractors.

41.3 Where the Divisions are registered consumers with the local Sales Tax Commissioner, they are permitted to give Form "D" with the supply orders and are exempted from payment of the Sales Tax at general rate. In such cases concessional rate of Sales Tax is charged.

41.5 Provisions of Delhi Sales Tax on Works Contracts' Act,1999 may be followed for contracts for which tenders have been received prior to 1.12.99 and the contractors may be reimbursed in accordance with Clause 38 of the general conditions of contract for CPWD Works,1998. Details are at Annexure I.

ANNEXURE - I

DELHI SALES TAX ON WORKS CONTRACTS ACT, 1999

1. Delhi Sales Tax on Works Contracts' Act 1999 came into force with effect from 1.12.99. In this connection this office circular No. CSQ/SE/C & M/Dels T/435 dated 14.12.99 may be referred to where in it was enjoined upon all concerned that the provisions of the said Act may be strictly followed for contracts for which tenders received prior to 1.12.99 and the contractors may be reimbursed in accordance with Clause 38 of the general conditions of contract for CPWD Works, 1998.

2. Complaints have been received in this Directorate from certain contractors and associations that the provisions of the above Act are not being followed by some E.Es and they are not being reimbursed, the amount deducted from their bills towards works contract tax, on contracts for which tenders received prior to 1.12.99 and also the amount paid by them to the Sales Tax authorities. In this connection, a copy of the circular No. CST/DC/WCC/2000-2001/4602-4613 dated 29.11-2000 issued by the Commissioner of Sales Tax, New Delhi is enclosed for guidance. The following further clarifications are issued :—

2.1 Department's liability to reimburse to the contractor the amount of sales tax deducted/paid under the Act is applicable, under clause 38 of the Standard Contract Document, only in respect of contracts for which tenders received prior to 1.12.99. Even in such cases, the liability is only to the extent of the tax applicable on the portion of work executed after 1.12.1999.

2.2 The department has no liability to reimburse tax deducted/paid in the case of Contracts for which tenders received on or after 1.12.99.

2.3 In both cases i.e. contracts for which tenders received before 01.12.99, and on or after 01.12.99, the contractor has the option for total tax deduction at source at the rate of 4% as composition amount or to opt for 2% deduction at source and subsequent assessment. The contractor has to file an affidavit with the contract awarding agency giving his option.

2.4 Only on contracts for which tenders received before 1.12.99 if a contractor chooses the first option, the composition amount of 4% deducted will be reimbursable as stated in (2.1) above. If he chooses the second option, he will be entitled for refund, as stated in (2.1) above, of 2% deducted at source and also any further tax which he may be required to pay or paid as balance of the tax due after assessment. Such reimbursement will be made on production of proof of payment. In case total tax payable after assessment is found to be less than 2% deducted at source, the excess amount shall be returned by or recovered from the dues of the contractor for which necessary undertaking shall be obtained at the time of reimbursement of 2%.

2.5 Other instructions contained in the Act and circular dated 29.11.2000 shall be followed strictly by the Executive Engineers.

3. All Executive Engineers are requested to comply and follow these instructions so as to avoid complaints from contractors and their Associations.

OFFICE OF THE COMMISSIONER OF SALES TAX

BIKRI KAR BHAWAN, I.P. ESTATE, NEW DELHI

WORKS CONTRACT CELL

No. CST/DC/WCC/2000-2001/4602-4613 Dt.29/11/2000

CIRCULAR

Consequent upon the enactment of Delhi Sales Tax on Works Contract Act, 1999 on 1st Dec., 1999, all the contractors carrying out the business of execution of Works Contract came in the ambit of the new Act. Since this Act was introduced for the first time in Delhi, there were certain problems in its implementation. In order to bring about more transparency hassle free compliance and to make it more user friendly, following simplifications are introduced in the implementation of the Delhi Sales Tax Act and Works Contract Act, 1999.

1. That all the contractors doing Govt. contracts including Corporate Bodies, Cooperative Societies etc., shall be treated as a special category of 'Govt. contractors'.

2. All the Govt. contractors will be allowed the facility of getting their total tax liability of Work Contract Tax deducted at source by giving them option for such deduction. This will be purely optional for the contractors. This will be given in writing to the Contract Awarding Agency.

3. The Govt. Contractors would give a copy of this consent to the Works Contract Cell. This information will entitle the contractors for composition.

4. The contractee in such case would be authorised to deduct 4% as composition amount instead of 2% as TDS from all payments made to the contractor. This tax would be deposited by the Contract Awarding Agency in the nationalised banks in favour of Commissioner, Sales Tax.

5. In all such contracts where any contractor awards or appoints a sub contractor to execute the job, the Principal Contractor will exercise this option and the Contract Awarding Agency would deduct tax at source @4% from the payments being made to the Principal Contractor and the Principal Contractor will not deduct tax from the payment made to the sub contractor. The responsibility in such a case would be of the principal contractor and his sub contractor would be bound by his option of TDS of 4% at source.

6. Since the sub contractor's liability of tax deposit would be taken care of by the principal contractor they will also be entitled for composition scheme and consequent summary assessment provided they are only taking sub contracts and are a registered contractor.

7. All the Govt. contractors who opt for total tax deduction at source would be entitled for the composition scheme and would be exempt from the production of STCC i.e. Sales Tax Clearance Certificate. The contract awarding agencies will take an affidavit from such Govt. Contractors to this effect that they are only doing Govt. Contracts and have opted for the scheme of composition of tax and total tax deduction at source @4% for their works.

8. All such Govt. contractors going in for the scheme of composition would be considered for summary assessment wherein they will not be required to produce their books of accounts.

9. For such Govt. Contractors who opt for the composition scheme the scheme of filling of annual returns is being contemplated to avoid frequent trips to the departments.

10. During the course of execution of works contract, some of the Govt. Contractees issue certain material to the contractors such as cement, iron and steel etc., for use in Works Contract. Deduction on account of such goods shall be given as per provisions of clause 5 (6) of the Act in case the contractor has not taken the value of these goods in his bill. In all such cases where the value of the material issued to the contractors is taken in the bill of the contractor, these deductions would not be allowed and total value of the bill would be taken into consideration for calculating the tax liability under the composition scheme.

Sd/-

(P.K. Tripathi)

Commissioner of Sales Tax

SECTION 42

RECEIPT OF STORES

42.1 All materials received should be examined, counted or measured when delivery is taken. The record of the detailed count/ weighment or measurement should be kept in the goods receipt sheets (Form CPWA 8-A) and the total number of quantity should be simultaneously entered in the Bin Card (Form CPWA 8) where maintained.

42.2 In case of Tools and Plant, the items should be brought on Form CPWA 13 with complete details. For items of Plant and Machinery, detailed History Sheets in prescribed form should be completed forthwith and recorded carefully.

42.3 Coupon Books (duly numbered) will be obtained from the authorised Petrol Pump Dealer and kept in safe custody. Whenever Petrol/Diesel etc. is required to be drawn JE/AE/EE who has been authorised to fill the coupen will fill the same in triplicate. Two copies of the coupen will be given to the petrol pump dealer who after issuing the material will return one copy to the paying authority along with the bill.

42.4 All stores of sundry nature, particularly sanitary fittings, electrical fittings, and spares etc. should be allotted an alphabetical and numerical number according to the standards and sizes available and the same should be indicated accordingly in the registers and on racks where these are kept. Similarly stocks of pipes and steel of different kinds and sizes should also be allotted a distinguishing alphabetical and numerical number to facilitate maintenance of accounts.

SECTION 43

SAFE CUSTODY OF STORES

43.1 The Executive Engineer is responsible to ensure that proper arrangements are made throughout the Division for the safe custody of stores and for their protection from deterioration and fire.

43.2 The stores will be under the strict supervision and vigilance of a Junior Engineer who will be particularly responsible for the safe custody of stores.. At the end of each day the locks of the stores should be properly sealed by the storekeeper in the presence of chowkidar and entered in the register. At the time of change of duty, proper handing over/taking over should be done by signing the register. The store keeper should seal the locks when he closes the godown at the end of the day carefully and examine the seal before opening the godown next time to see that the seal has not been tampered with. If he finds that the seal has been tampered with in his absence, he should at once bring this fact to the notice of the higher authorities for reporting the matter to the Police. In the absence of Storekeeper, Junior Engineer will discharge such functions.

43.3 On the occurrence of any loss, action against the person concerned with the upkeep of stores should be taken promptly so as to avoid delay in obtaining evidence against persons responsible for the loss.

SECTION 44

ISSUE OF STORES

Preparation of Indents

44.1 Materials should be issued on receipt of indent on specific Form CPWA 7. The indent book for drawing materials should be kept in safe custody in the Office of Assistant Engineer. The indents shall be signed by the JE/AE for transaction within Division and also by Executive Engineer for inter-Division transactions.

44.2 A register to keep a watch on the issue of materials for works, with reference to quantities specified in the agreements should be maintained by the Assistant Engineer in the form prescribed in CPWA 35 (Appendix...37..) to avoid excessive issue of materials to contractors and to keep a watch over the issues. In this register a record of the materials drawn for use on works done departmentally may also be kept if considered necessary by the Assistant Engineer. The Executive Engineer should arrange to get the indent examined to see that the issues are roughly correct. For detailed check of the quantities issued, it is the responsibility of the Assistant Engineer to ensure that the materials are not issued in excess of the quantities actually required.

44.3 Indents are to be handed over to the contractor or his authorised representative to receive the stores from the stores/Central Stores.

Issue of Material from Central Stores

44.4. The following procedure should be followed for drawal of materials from stores:

(i) The indent books should be machine-numbered and kept in stock by the Executive Engineer, In-charge of Central Stores. He issues these indent books stamped with the stamp of his office to the various indenting Divisions and only the indents issued from such books are accepted by the Central Stores Divisions.

(ii) The Executive Engineer in charge of the work is required to send three sets of the specimen signatures of the Junior Engineer and Assistant Engineer in charge of the work at the work site and that of the work Assistant, if any, authorised by the Executive Engineer for receiving stores in the Junior Engineer's absence, duly attested by him to the Central Stores. One set there of will be kept by the Junior Engineer security and the other two sets will be in the Office under the personal custody of the Assistant Engineer (Indents) and Executive Engineer, Central Stores Division.The specimen signature of the EE shall be attested by the outgoing EE. For new Division, it is to be done by the SE.

(iii) The signatures of the contractors or their authorised Agents to whom the materials are required to be issued are attested by the Asstt. Engineer and the indent is countersigned by the Executive Engineer of the indenting Division.

(iv) The Contractors are required to obtain identity photopasses for themselves or their authorised agents, duly attested by the Executive Engineer of the Indenting Divisions and of the Central Stores Division. On the photopass or identity card, the name of the work, for which the contractor or his agent is authorised to draw the materials is mentioned and the contractor or his agent is allowed to draw materials only for that work.

(v) While sending the photographs of the Contractors or their authorised agents for drawal of the materials from the Central Stores, the following certificate should be recorded by the Executive Engineer of the Indenting Division :—

Shri ..... whose signature and photograph are attested by me is an authorised agent of Messers ..... The indent placed on the Central Stores in the name of the above mentioned contractors for the works being carried out by them under this Division may please be honoured and the materials handed over to the authorised representative, i.e. Shri ..... His photograph duly attested and his specimen signatures are given underneath.

(vi) The authorisation letter with identity cards duly signed and attested should be sent through the authorised Junior Engineer of the Division in a closed cover in the name of the Executive Engineer, Central Stores Division so that there may be no change or tampering with the original identity card etc.

(vii) The indent shall be presented at the Central Stores within 15 days of EE signing the same.

(viii) The EE shall have the option to send advance payment for every indent or a lump sum advance for 2-3 months.

44.5 The Assistant Engineer (Indents) in the Central Stores Division, New Delhi exercises the following checks before giving issue order on the indents :—

(a) Signatures of the Executive Engineer and Assistant Engineer are tailed with their specimen signatures available in the Central Stores Division.

(b) Signatures of the Contractor's authorised agent or Junior Engineer incharge of the work duly attested by the Assistant Engineer on both sides of the indent are verified.

(c) Attested photographs of the Contractor or his authorised agent who is authorised to sign the indents exist in the Central Stores Division and it is seen that materials are issued only to such persons whose photographs exist in the Central Stores Division.

44.6 The Assistant Engineer (Indents) then prepares list of all the indents received and duly passed for issue of materials during the course of the day for each stores section separately and forwards the same to respective Junior Engineers of the different stores for issuing the materials.

44.7 At the stores Depot when the indents are presented by the Junior Engineer or contractor or his authorised agent, the Junior Engineer incharge of Stores verifies :—

(i) That a particular indent is shown in the list received from the Assistant Engineer (Indents) and that the particulars mentioned in the indent tally with those in the list.

(ii) The indent shall lapse if the materials are not taken delivery within week of the order of AE (Indent).

(iii) That the signatures of the Assistant Engineer (Indent) on the issue order tally with his specimen signatures in the records of the Junior Engineer.

44.8 The Junior Engineer in charge of Stores should put his signature on both sides of the indent in token of having issued the materials and on this authority the gate-pass is prepared in triplicate. The gate-passes are signed by the Junior Engineer in charge of the Stores after the delivery of the materials taken. The gate-pass in triplicate is handed over to the contractor or his authorised agent who makes over the original copy to the Junior Engineer Security on duty and the other two copies to the Junior Engineer in charge of the work at the site of the work along with materials. The Junior Engineer in charge of the work signs the gate pass in token of having received the materials correctly, retains duplicate copy, for his record and returns the triplicate through the carting agent to the Junior Engineer Security to enable him to watch that the material issued has been correctly received at destination. The Junior Engineer should sign and write his full name and put his stamp. In case of his absence, the gate pass may be receipted by his authorised representative i.e. Work Assistant who will receive the material, sign and write his full name on the triplicate copy, along with name, of the gate pass on behalf of the Junior Engineer. If the gate pass is not received back in two days, the indenting EE should be informed by the Stores. For outstations, suitable time shall be fixed as per actual situation.

44.9 The signatures of the Junior Engineer incharge of the work at the site of work (or his Work Assistant representing him) on the gate pass should be checked at the end of the day with his specimen signatures and any doubtful case should be reported to the Executive Engineer, Central Stores Division immediately.

44.10 Divisional Officers should ensure that the materials to be issued to a contractor for work are handed over by the Departmental Officers only to those of his representatives who have valid power of attorney or authorisation to receive materials on behalf of the contractor.

SECTION 45

DISPOSAL OF SURPLUS STORES

Excessive Stocking of Stores

45.1 The Divisional Officers should not store for long the materials which are likely to deteriorate within a short time. Some of the materials which are likely to deteriorate within a short time are mentioned below :—

1. Cement
2. Timber and Ply-wood
3. Tars and Bitumen
4. Paints
5. Distempers
6. Oils
7. Spirit
8. Caustic Soda
9. Bleaching Powder
10. Disinfectants

45.2 If such materials are indented for or ordered, these should be used on work as early as possible and surplus quantity, if any, may be disposed off under the orders of the Competent Authority as per powers delegated in Appendix-I.

Transfer to other Divisions/Departments

45.3 All articles of stock (excluding tools and plants) which are not likely to be required during the following twelve months, should be reported to the Divisional Officer who will, if necessary, take the Superintending Engineer's order as to their disposal. Since the materials which are surplus are liable to deterioration, if kept unnecessarily, and also involve an avoidable expense on chowkidars etc. and locking up of capital, it is most essential that such materials should be disposed off either by sale or transfer to other Divisions where these are required.

Disposal of Surplus Stores

45.4 Superintending Engineers in CPWD have full powers to issue orders regarding the manner in which particular stores which have already been declared surplus or unserviceable by the competent authority are to be disposed off. This disposal can be either by public auction or through sealed quotations. The question as to who should supervise or conduct the auction will be decided by the Superintending Engineer.

45.5 The commission which should ordinarily not exceed 5% may be allowed to the auctioneer, not being departmental Officer, but no commission can be allowed on private sales. In all such cases recovery should be effected in cash in advance.

45.6 No public stores should be sold otherwise than by public auction, without the permission of the SE.

45.7 Rules for departmental auction of surplus and unserviceable stores are contained in Appendix 38.

45.8 When stores are sold by auction, a responsible Officer not below the rank of AE/AEE should attend and record the final bids, in order to enable the sale account rendered by auctioneer to be checked. The proforma in which this record is to be maintained is given at Appendix 39.

SECTION 46

LOSSES ON STORES AND THEIR WRITE OFF

Unserviceable Stores

46.1 When stores of any kind become unserviceable, a report thereof should be made in CPWA Form No. 18. This should be done at once on discovery of the facts.

46.2 In case of Survey Reports of Stores valued above Rs. Fifteen lacs, the certificate that materials proposed to be survey reported are really unserviceable should be recorded by the Superintending Engineer concerned after inspection of the Stores. In the case of survey reports below this amount which are within the competence of Chief Engineer/DGW the certificate should be given by the Executive Engineer, while in the case of survey reports within the competence of Superintending Engineer, the certificate should be given by the Assistant Engineer concerned.

46.3 All losses of stock should be immediately reported to the next higher authority as well as to the Audit Officer and the Accounts Officer even when such loss has been made good by the party responsible for it. Petty cases involving losses need not be reported to the Audit Officer/Accounts Officer unless there are in any case, important features which need detailed investigation and consideration. The losses on stock should be immediately investigated and steps taken to obtain the sanction of the competent authority for their write off, if necessary.

46.4 In the case of serious losses, the Divisional Officer, should hold a departmental enquiry and record the evidence and his findings thereon, including findings as regards the responsibility and culpability of the persons concerned.

46.5 The procedure regarding write off of irrecoverable losses relating to contracts placed by the Directorate General of Supplies and Disposals is explained below :—

(i) In respect of purchase and inspection of stores arranged through the DGS&D, Inspection Wing of Supplies and Disposals Directorate act as agents who utilise their services. The gains or losses, if any, are to go to the indentors account and money if any, accruing by way of compensation, liquidated damages, etc. are credited to the indentors concerned. Similarly losses too, if any, arising out of such contracts are also debitable to the indentors.

(ii) On their part, the Supplies and Disposals Directorate take care to avoid losses. They investigate all such cases and take steps to recover loss if any, as far as possible.

They take appropriate departmental action against the defaulting officers if it is found that loss has been caused by delinquency, on their part.

(iii) If, however, it is not possible to recover a loss, it is debited to the indentor.

(iv) Sanction letters are issued by the Director General of Supplies and Disposals within his powers which is Rs.2500/- in any individual case, and beyond this limit, by Department of Supply. The head of account to which the loss is debitable is indicated in the sanction letter.

(v) Such sanctions enable the Audit Officer of the DGS&D :

(a) to regularise the amounts recovered and kept under objection in his books.

(b) to make payments to the suppliers of the amounts withheld from their bills, and

(c) to raise debits for the amount involved against the Accounts Officer of the Indentor/Consignee.

(d) A copy of the sanction letter is also endorsed to the indentor/consignee who is to issue a similar sanction for writing off such losses to regularise his stores accounts.

46.6 It is not open to the Indenting Ministry to raise the question of the liability for the loss, once the Associated Finance of the Department of Supply has accepted that there is no escape from the loss. There is, however, no objection to the indenting Ministries being associated in the matter of departmental action to be taken against delinquent officials.

Powers to Write Off

46.7 The powers of various authorities with regard to the sale, disposal and write off of stores, are as delegated (Appendix-I).

46.8 The authority issuing orders under Appendix-I should, after the disposal of stores of which value accounts are kept, determine and intimate to the Audit/Accounts Officer concerned the net amount to be written off to the final head (MH 2059 PW Minor Works-Losses on Stock).

SECTION 47

STOCK TAKING

47.1 The Executive Engineer are to have stock taken through out their Division at least once a year. It is not necessary that all the stocks of a Division or even of a Sub-Division, should be checked and counted at the same time, but the date on which articles are taken stock of should be entered in the stores returns. Stores should be counted by an Officer not below the rank of Assistant Engineer who is not the custodian, the ledger keeper or the accountant of the stores.

47.2 Verification should be made in the presence of the authority responsible for the custody of the stores or of a person deputed by him. If such an authority fails to be present during physical checking of stores or fails to depute a person, the verifications should be carried out in the presence of another Officer, not in charge of the stores.

47.3 The results of all verifications of stock should be reported to the Divisional Officer for orders, but as soon as a discrepancy is noticed, the book balance must be set right by the verifying Officer, treating surplus as a receipt and a deficit as an issue, with a suitable remark.

47.4 The shortages and damages, as well as unserviceable stores, should be reported immediately to the authority competent to write off the loss.

47.5 The verification of road metal and materials charged direct to works will be done in the manner prescribed in paras 47.1 to 47.4 above.

47.6 Apart from the stock, dismantled materials stores and materials at site account are also to be checked in the same manner every year and certificates recorded in the registers.

47.7 In case of Tools and Plants, the stock taking should be done every six months ending 31st March and 30th September in the same manner as stated above and certificates of physical verification recorded thereon.

47.8 The report about the required stock taking and physical verification and certification thereof should be reported immediately to the Superintending Engineer.

CHAPTER V

SECTION 48

BUDGET

General

48.1 Budget is the Annual Financial Statement of all transactions of the Central Government in and outside India, including estimated receipts and expenditure, occurring during the year in which the statement is prepared as well as during the ensuing year.

Definitions

48.2 The estimates of the current financial year, which are based on the actual transactions recorded till the time of their preparation and the transaction anticipated for the rest of the year are termed as "Revised Estimate". The estimates for the ensuing financial year are termed as "Budget Estimates/Schedule of Demands".

48.3 The instructions about the procedure for the preparation of the Budget Estimates/Schedule of Demands, Revised Budget Estimates are issued by the Budget Division of Ministry of Finance in their annual budget circular.

Budget Authority

48.4 DG(W) is the "Budget authority'' for the preparation and submission to the Government the budget estimates relating to Central Public Works Department.

Consolidated Fund of India

48.5 All revenues received by Government, loans raised by it, and also its receipts from recoveries of loans granted by it from the Consolidated Fund. All expenditure of Government is met from the Consolidated Fund, as authorised by the appropriate legislature.

Demand for Grants

48.6 The estimates of expenditure from the consolidated fund as are required to be voted by the Lok Shaba are submitted in the form of Demands for Grants. Separate demand for each of the major services is presented e.g. demand for Public Works, Demand for Housing and Urban Development, etc. Each Demand normally includes the total provisions required for a service, that is, provisions on account of revenue expenditure, capital expenditure, grants to States and Union Territories and also loans and advances relating to the service.

New Services & New Instrument of Services

48.7 "New Services" refers to expenditure arising out of a new policy decision, not brought to the notice of Parliament earlier. Likewise, relatively large expenditure arising out of important expansion of an existing activity is treated as a "New Instrument of Service". No expenditure can be incurred from the Consolidated Fund of India on a "New Service"/"New Instrument of Service" without prior approval of Parliament through a Supplementary Grant.

Recoveries

48.8 Certain classes of receipts, like payments made by one department to another and receipts of capital projects or schemes are taken in reduction of the expenditure of the receiving department. "Recoveries" shown for this purpose should be those from other Ministry/Departments of Central Government and in respect of expenditure met from reserve funds in the Public Account. Recoveries from State Government and from Non-Government Organisations are treated as revenue receipts and should not be shown as "Recoveries" but included in the estimates of revenue receipts.

Appropriation Bill

48.9 As soon as the Lok Sabha passes the grants, a bill is introduced to appropriate money out of the Consolidated Fund of India to meet the following :

(a) The grants so made by the Lok Sabha; and

(b) The expenditure charged on the Consolidated Fund of India but not exceeding in any case the amount shown in the statement previously laid before Parliament.

Vote of Account

48.10 Normally, the process of detailed consideration of the Demands for grants is completed only by the first week of May. To enable Government to carry on its normal activities from 1st April till such time as the Appropriation Bill is enacted a "Vote on account" is obtained from Parliament through an Appropriation (Vote on account) Bill.

Finance Bill

48.11 The proposals of Government for levy of new taxes, modification of the existing tax structure or continuance of existing tax structure beyond the period approved by Parliament are submitted to Parliament through the Finance Bill.

Final Budget

48.12 Final budget is required to be submitted to the Government by 15th February each year. It is to be based on the expenditure actually incurred for the months till 31st December and assessment of anticipated expenditure during the remaining three months till 31st March, taking into account tempo of the progress of the works in progress and the posts in existence and filled. Any modifications in the requirements thereafter will be considered as "Surrenders of Anticipated Savings" or "Applications for Supplementary Grants" by re-appropriations.

Heads of Account

48.13 The budget is prepared under various Heads of Account depending upon the nature of expenditure. Different Heads of Account are controlled by different Ministries/Departments.

Budget Heads of CPWD

1. Main Heads:

2. Other Heads

48.14 Apart from the above heads, the Central PWD also deals with the budget of various other Ministries for which there are different Major heads/Minor heads. In such cases, the Budget Estimates and Revised budget etc. should be sent to the respective Ministries with copies endorsed to the Min. of Urban Development. The estimated expenditure for these kinds of works is shown separately under each such head of accounts as indicated by the concerned Ministry in the expenditure sanction accorded for the work.

48.15 Expenditure on account of Departmental charges, wherever leviable in respect of other Departments, is to be treated as 'Voted'.

Preparation of Budget for CPWD

48.16.1 Budget estimates (including Revised Estimates) for works etc. should be prepared in the forms prescribed by the Ministry of Urban Development. For non-plan expenditure the Estimates should be submitted before 31st October. For plan expenditure, Annual Plan allocations by Planning Commission and their communication to Ministries/Departments concerned determine the time schedule.

48.16.2 Proposals for Revised Estimates for current year and Budget estimates for ensuing year in respect of Revenue Section (Works) in Demand for Public Works and Demand for Housing and Urban Development may be prepared in the following manner.

48.16.3 All expenditure estimates will be entered on a Gross basis and recoveries in reduction of expenditure exhibited thereunder.

48.17 Heads of Account: The demands for Revenue items will be shown under major Head "2059-Public works" in Demand for Public Works and Major Head "2216 Housing" in Demand for Housing and Urban Development. While all non-residential works will be shown under Major Head "2059 Public Works" all residential works will be shown under Major Head "2216 Housing". The sub-heads/Units of Appropriation under these Major Heads will be as exhibited in the Book of Demands for the current year.

48.18 Direction and Administration and Construction: Proposals for "Direction and Administration", "Construction", "Public Works Workshop", "Machinery and Equipment", etc. under Major Head "2059" may be prepared after taking into account the work load, yardstick laid down and the actual "Machinery and Equipment" required. For "Major Works" and "Minor Works", the Schedules showing items for individual works are to be enclosed.

48.19 Maintenance and Repairs: The following instructions may be followed for submission of proposals for provisions for "Maintenance and Repairs".

(a) The Central Public Works Department have laid down scales of expenditure for maintenance and repairs of building. The "Plinth area" of the building and the expenditure required to be incurred as per the scale may be indicated in a separate Schedule (Schedule I).

(b) The amount required to be paid as "Salary" and "Allowances" to the departmental staff engaged for repairs and maintenance may be shown separately (Schedule-II).

(c) Cost of materials required for maintenance and repairs should be shown separately (Schedule-III).

(d) The amount required for special repairs to specified buildings, may also be shown separately (Schedule IV).

48.20 Suspense: In the case of proposals relating to suspense head "Stock" a working sheet containing the following information should accompany the proposals:

(a) Stock holding at the beginning of the year.

(b) Value of stock expected to be purchased during the year.

(c) Value of stock expected to be issued during the year.

(d) Value of expected stock holding at the end of the year, and

(e) Percentage of stock holdings based on the above data.

48.21 Rents, Rates and Taxes: The following information may be supplied in respect of each.

48.22 Lease charges:

(a) The accumulation of arrears for previous years, and

(b) The likely commitment for the current year.

Ministries/Departments prepare proposals for "NEW" construction projects to be included in the Budget Grants of Ministry of Urban Development. These proposals are to be furnished in the proforma (MIS/B-I). [See Annexures I & II].

48.23 All expenditure connected with the satisfaction of decrees of the Courts is to be treated as 'Charged' expenditure. The payments made in satisfaction of Court decrees etc., in the following cases will not, however, be treated as 'charged' expenditure.

(a) (i) Payment of awards under Land Acquisition Act.

(ii) Payment of compensation under the Workmen's Compensation Act, 1923.

(iii) Payment of awards by Arbitrators under Arbitration and Conciliation Act, 1996.

(iv) Payment by Arbitrators under Industrial Disputes Act, 1947.

(b) Payments involving refunds of revenue and security deposits lodged by the contractor and kept in the Public Accounts.

48.24 In case of (a) above the payments should be made out of the voted portion of the grants. In respect of (b) the payments should be treated as refunds of revenue and adjusted as deduction from the respective heads, provided the original recoveries were treated as receipts and adjusted under the receipt heads of accounts. Where, however, the recourses were adjusted, as deductions from expenditure, the refunds of such recoveries under the orders of the Court etc. should be treated as 'Charged expenditure'.

48.25 Refunds of security deposits should be debited to 'Public Accounts' if the same is kept in that account. On the other hand, if the deposit has been forfeited, the refund should be treated as 'charged expenditure'.

48.26 In cases, where an appeal is filed against the decrees in the lower court and the decretal amount is deposited in the court as security for staying the execution of decree, the same should be kept initially as a 'Deposit' in the Public Accounts. Later on, if the amount is refunded as a result of court's order, then the expenditure will be charged in accordance with para **48.23** and **48.24**.

48.27 In case of deposit works, awards should be charged to the work in all cases (whether deposit balances are available or not) and adjustments in accounts made later on.

48.28 Where decrees/awards are normal feature, Ministries/Departments may include provisions for likely payments during a year on the basis of the past trends and other information available with them at the time of framing the estimates. If this provision proves inadequate, it may be supplemented by a Supplementary Appropriation or in the case of an immediate payment, by an advance from the Contingency Fund of India.

New construction projects, projects other than Ministry of Urban Development

48.29.1 The schedules to be prepared are to incorporate new construction projects to be executed by the Central Public Works Department under Major Head "4059-Capital outlay on Public Works" in Demand No.93-Public Works for General Office administrative and other non-residential buildings relating to General Services and under Major Head "4216-Capital Outlay on Housing" in Demand No.0250-Housing and Urban Development for Government Residential Buildings. Projects/Works of Purely functional nature are to be included under the respective "Functional Heads" in Demand No.93 Public Works.

48.29.2 No outlay for civil works (residential and non-residential buildings) should be proposed before land is actually made available and requirements of the buildings have been finalised by the Administrative Ministry concerned.

48.29.3 The new works proposals, after complying with the above requirements, should be sent to the concerned Chief Engineer, CPWD, with two copies to the DG (Works), by the 31st August, every year.

48.29.4 The Director General (Works) will scrutinise the proposals and forward his findings to the Ministry of Urban Development by 30th September, of every year.

48.29.5 Ministry of Urban Development will, thereafter, convene a meeting of the Works priority Board by the 15th October. The Chief Engineer, CPWD and representatives of the administrative ministries proposing the works would be represented in the meeting. The recommendations of the Works priority Board would form the basis for preparing the Annual Plan proposals/Budget estimates of the next financial year.

48.29.6 Thereafter, the concerned Ministries/Departments would approach the Planning Commission for necessary outlays for civil works in respect of these schemes.

48.29.7 Simultaneously, they will also take steps to issue administrative approvals and expenditure sanctions for the new works for which plan/non plan outlays have been cleared by the Works priority Board.

48.29.8 The schedules are to be prepared for (i) Projects where Expenditure Sanctions have already been issued (Part A) and (ii) Projects where Expenditure Sanctions have not so far been issued but where need for the work has been approved in principle by the competent authority (Part B) separate statements for Plan Residential, Non-Plan Residential, Plan non Residential and Non-Plan Non-Residential works are to be prepared for each part, the works being grouped zone-wise for each category. Ministries/Departments may give preference to the works where land is already available. Where provision proposed is for only purchase of land, the total cost of the project (cost of land, construction and machinery, if any) may be indicated in consultation with the CPWD so as to clearly establish whether the provisions of "New Service/New Instrument of Service" are attracted. All works may be arranged in order of their priority.

48.29.9 Purchase of land for construction of office and residential buildings is to be provided for separately under the relevant Demands. Provisions are also to be proposed separately for Residential and non Residential works under the respective major Heads and these are not to be clubbed together as a single item.

Works-in-Progress

48.30 The Revised Estimates for Current year and Budget Estimates for ensuing year, in respect of Capital Works in progress under Demand for Public Works and Demand for Housing and Urban Development are to be prepared giving the following details for the works, under each Chief Engineer separately.

(i) Name and Location of the work.
(ii) Estimated cost of the work.
(iii) Expenditure incurred upto March of the Previous year.
(iv) Budget Estimates for Current year.
(v) Expenditure incurred upto the given month of current year.
(vi) Revised Requirements during the Current year.
(vii) Detailed reasons for variations, if any, between (iv) and (vi).
(viii) Totals of (iii) and (vi).
(ix) Requirements for the Ensuing year.
(x) Reasons for variations, if any between (vi) and (ix).
(xi) Stage of completion of work at the end of the given month of the current year.

48.31.1 Separate schedules should be prepared for Residential Plan, Residential Non-Plan, Non-Residential plan and Non Residential Non Plan works costing more than Rs.50 lacs each. Similar statements may also be prepared for works costing less than Rs. 50 lacs and for which lump sum amounts are provided in the schedules for works costing

more than Rs. 50 lacs. The works may be arranged in the manner as they appear in the Detailed Demand for Grants of the current year. Departmental charges should be shown in one lump sum under each Major Head. Abstracts of each schedule should also be added.

48.31.2 The provision for "Civil and Electrical" portions of works should be shown together by Zonal Offices of CPWD: No new works costing Rs.50 lacs or more should be taken in hand or included in the proposals for Revised Estimates unless prior and specific approval of Parliament to the works has been taken by the Department concerned. In the case of works included in the list of works costing less than Rs.10 lacs each, no expenditure is to be incurred if it is found that the work is likely to cost Rs.50 lacs or more. The Chief Engineers may include token provisions, both in the Revised Estimates and in the Budget Estimates, for works provided for in the original budget but on which no expenditure has been incurred for any reason whatsoever, and the Ministries/Departments concerned should be informed of the positions, unless the works have been finally dropped by the Ministry concerned.

Plan works

48.32 Separate schedule should be prepared for "Plan and Non Plan" items of works. In respect of plan works, the following details should invariably be furnished:-

(a) The category of the plan items must be clearly indicated, viz. whether Central Plan/Central Sponsored Plan/State/Union Territories Plan.
Provision for expenditure on Central or Centrally sponsored Plan, even in UTs, should be included under the approved Head, in the relevant Demand for the Ministry/Department and not in the Area Demands for Union Territories (Ministry of Home Affairs).

(b) The particular head of Development (as approved by the Planning Commission) under which a plan item is categorized must be indicated at the appropriate place on the relevant statement of estimates. This is particularly important, as the plan provision under each group and sub-head are arranged according to heads of Development in schedule 1 to the Demands for grants which shows the provision for plan expenditure included in each Demand.

(c) The schedule of works, complete in all respects may be forwarded, so as to reach this Ministry by the 31st October, positively through their integrated Finance Divisions.

(d) In the case of plan items, the Chief Engineers should forward relevant extracts of the provisions proposed to be made in the B.E. Ensuing year, for works in progress alongwith provision for Departmental charges, to the Ministries/Departments concerned so that those Ministries/Departments can take these provisions into account while preparing their Annual Plan proposals and obtaining allocation therefor from the Planning Commission. The Chief Engineers should ensure that the provision proposed for works in progress is intimated to the Ministries concerned, latest by 15th October.
In the case of plan works, the Ministries/Departments should, at the time of communicating the provision allocated by Planning Commission for civil works retain with them provision required by them for works of special nature.

48.33 The demands should be confined to those works only which have received administrative approval in cases where such approval is required.

48.34 For "Minor Works" and "Maintenance and Repairs" chargeable to the Major head "2059 Public Works" and "2216 Housing-Government Residential Buildings" and for works above Rs.1 lacs and below Rs.5 lacs chargeable to the Major head "2059-Public Works Construction" or "2216 Housing Government Residential Building Construction" lump sum demands should be provided justifying the total demand for each work/sub-head. Such demands should be based on realistic assessment of the expenditure likely to be incurred during the current financial year.

48.35 In cases where such lump sum provisions are made for plan or non-plan schemes detailed justification should be given in support of the demands made.

Demand for Establishment

48.36 The estimates of the funds required under the Head "Salaries" in the Budget will be framed on the basis of trends over the preceding three years, taking into account other relevant factor like changes in rates of pay, allowances, number of posts and their filling and the economy instructions issued by the Ministry of Finance from time to time.

The Heads of Departments are to furnish the details of posts included in these estimates in order to furnish the statement showing the "Estimated strength of establishment" and provisions therefor to be appended to the detailed demands for grants (Refer Appendix 44).

48.37 Provisions for posts lying vacant for a long time should not be made in full but only for the period these are likely to be filled up with detailed justification and the reasons for non filling for periods in question. Care should be taken to exclude provisions for employees on deputation or otherwise absent. Provision in the budget Estimates may, however, be made for vacant posts where the Director General (Works)/Chief Engineer certifies that the filling up of the posts is essential for maintaining the efficiency of the Organisation.

48.38 The demand under "Establishment" is shown in all cases under Sub-heads (1) Salary, which includes (a) Salary of Officers, (b) Salary of Staff, (2) Allowances (Other than Travelling allowances), (3) Wages, (4) Travelling Allowances.

48.39 Details of provision under "Establishment" should show the estimated strength in the previous, current and ensuing years on 1st March for officers by each category/type of all posts of staff such as Supervisory staff, Assistants, Clerks, etc. and group "D" establishment. The estimated number of officers should indicate designation of each post and strength for which provision is made in the budget Estimates and Revised Estimates.

These estimates should be shown distinctly (as there are separate object heads of expenditure for grants-in-aid contributions and subsidies), Grants-in-aid to recreation clubs, including those functioning in their subordinate offices in Delhi, will be included in the Demand of the CPWD. So will be the case in regard to provision for subsidy to departmental canteens.

Revenue Estimates

48.40.1 The Central PWD being an expenditure Department, does not deal with the revenue portion of the budget except in respect of miscellaneous receipts occuring in discharge of the departmental functions under the Heads of Accounts "059 Public Works" and "0216 Housing". The receipts generally, comprise of rents of land and buildings, licence fee, sale of tender forms, sale of flowers, fruits, grass, vegetables and wood etc. from compounds of premises or the premises where such produce is Government property, supervision charges on sales of stock profits on revaluation of stores, samples on stock verification, unclaimed balances under "Purchases" recovery of percentage charges i.e. establishment etc. in respect of works done for other Governments, local bodies, private parties etc. lapsed deposits and fines, confiscated/forfeited deposits, which do not represent required to be submitted in Appendix 41 by 30th November every year to the FA and CAO of CPWD.

48.40.2 Estimates of rent recoveries adjustable under Major head "0216" in respect of Government accommodation, will be furnished by the Controller of Accounts, Ministry of Works and Housing except where a Department has separate pool of accommodation (e.g. Delhi and other Union territory, Administrations, Indian Meteorological Department, and the Central Board of Direct Taxes and Central Board of Excise and Customs etc.) of which rent receipts although adjustable under the major head 0216 are not passed on to the Director of Estates, Ministry of Works and Housing. Apart from the Controller of Accounts Ministry of Works and Housing, one, the Accounts Officers of Departments maintaining such separate pool of accommodation should

furnish estimates of "Licence fee" receipts direct to the Budget Division along with the estimates of other revenue receipt in Form at Appendix 41.

External Assistance in the shape of materials, equipment and other commodities received from foreign Governments without involving any cash in flow or outflow-Accountal and Budget provisions

48.40.3 The value of material, equipment and other commodities received from foreign countries as aid without involving any cash inflow or outflow should be taken as a receipt under major head "0606-Aid Materials and Equipment". When the materials and equipment are allocated for use by Government Departments, the debit under the Major head 3606 should be relieved by a deduct entry by per contra debit to the functional Major head. This deduct entry under the Major head 3606 would be outside the scope of the grant and shown below the line, giving full particulars in the Detailed Demands for grants. Accordingly budget provision should also be made in the appropriate functional head to accommodate the debit transferred from Major Head 3606.These estimates (RE and BE) are required to be submitted in the form at Appendix 42.

48.40.4 Estimates of interest receipts and loan repayments in respect of categories with which the CPWD is concerned are also required to be submitted to the FA & CAO, (CPWD) in Form at Appendix 43 along with other revenue estimates, by 30th November.

Revised Budget

48.41 Revised Estimates give the requirements for the current financial year vis-a-vis the demands made for the items of work in the previous Schedule of Demands/Budget Estimates submitted last year. The reasons for variations between the two are to be recorded, wherever required. This statement (Appendix 40) should include the items carried forward from the last year to indicate separately items for regrant of lapsed items, new items if any, approved or likely to be approved for execution during the current financial year. In all cases, administrative approvals accorded or likely to be accorded during the current financial year should be indicated against each item.

48.42 While making provision in the Revised Budget for the current financial year, proper assessment of progress of the works for which the funds are required has to be made.

48.43 The creation of Office Units and sanction to staff posts will mainly depend upon these figures. The yardsticks generally adopted for set up of Executive office units i.e. Executive Engineers etc. are mainly based on the approved work load norms. Only 1/4th of the amount of the work carried by local bodies for CPWD should be considered for work load factor. Where indents are placed on DGS&D and orders are placed by them, only 1/4th of the amount of work should be considered. This factor would not apply to cases where orders are placed by CPWD officers on Rate Contract etc.

48.44 Demands for grants are presented in thousands of amounts for Rs. 500/- and less deleted and amounts of Rs. 501/- to 999/- rounded to next 1,000/- rupees.

48.45 No money shall be withdrawn from the Consolidated Fund of India except under appropriations made by law. The appropriation bill, when passed by the Parliament, serves as an authority for spending the public funds for the objects/destination of the voted/charged grants/appropriations.

ANNEXURE - I

(Reference-Para 48.22)

MIS/B-I

PLAN/NON-PLAN RESIDENTIAL/NON-RESIDENTIAL

Due date
Actual date of receipt Ministry of .....

Department of .....

STATEMENT GIVING DETAILS OF NEW PROJECTS FOR WHICH BUDGET PROVISION IS PROPOSED IN MAJOR HEAD ..... UNDER DEMAND NO. ..... OF MINISTRY OF URBAN DEVELOPMENT

(**Note:** Please see instructions below)

Instructions

1. The statement should include all new projects which are proposed to be assigned to the CPWD for construction and for which provision is required to be made in the Demand controlled by the Ministry of Urban Development. The statement should exclude any continuing project on which expenditure had been incurred in the previous year.
2. It is possible that not all the projects can be accommodated by the Ministry of Urban Development in its budget due to overall constraints such as capacity of the CPWD and budgetary restrictions. Projects should, therefore, be arranged in the order of their urgency.
3. Estimated cost in Col. 2 should relate only to the portion to be executed by the CPWD for which provision is needed in the budget of the Urban Development Ministry.
4. Information relating to actual/anticipated dates of reaching various stages (Col. 3-6) of Part B should be based on the reports from the concerned CPWD authorities. Where no such information has been received, the entry "not known" should be recorded in the relevant column.
5. Due date for this statement will be that prescribed by the Ministry of Urban Development each year for submission of Budgetary Proposals affecting Demands controlled by that Ministry.
6. Separate statement for (i) Plan-residential, (ii) Plan Non-Residential, (iii) Non-Plan Non-residential and (iv) Non-Plan Residential may be submitted.

SECTION 49

SAVINGS, EXCESSES AND SUPPLEMENTARY DEMANDS

Surrenders of Savings

49.1 During the course of the financial year, it may be found that the expenditure under some of the sub-heads is likely to be less than the provision in the budget owing to one or more of the following reasons :—

(i) Actual postponement of expenditure.
(ii) Normal savings due to economy.
(iii) Normal savings due either to original overestimating or to the usual administrative causes e.g. casualties, non-receipt of A/A and E/S, non-availability of site, slow progress, non-availability of Arch. Drawings, non-receipt of sanction from client Deptt., Objection from Min. of Defence etc.

49.2 All anticipated savings noticed in a grant or allotment have to be surrendered by the Executive Engineer concerned to his Superintending Engineer/Chief Engineer sufficiently in advance before the close of the financial year. The surrenders should be made immediately the savings are foreseen without waiting till the end of the year unless these are required to meet increased expenditure under some other unit or units which can definitely be foreseen at that time.

No savings are to be held in reserve for meeting possible excesses in future.

Supplementary Demands

49.3 Expenditure for which no provision has been made in the original budget estimates for the current year cannot normally be incurred. If either owing to (i) an unforeseen emergency, or (ii) underestimating or insufficient allowance for factors leading to the increase in expenditure, excess expenditure on a particular item of the budget estimate is inevitable, action may be taken for submission of an application for allotment of additional funds by re-appropriation or supplementary grant, where it is not possible to get funds by re-appropriation.

Appropriation of Accounts

49.4 All the grants are made in accordance with the sanctions accorded by the Parliament in the budget/other Sessions. As required by provisions of Article 114-116 of the Constitution, Appropriation Accounts relating to the expenditure brought into account during a financial year is required to be submitted to the Parliament. The Appropriation Account, thus, compare the total grants (Original, supplementary, etc.) made by the Parliament for any particular purpose with the actual expenditure incurred by Government on that purpose. While making such comparison, explanations should be given in the Appropriations Accounts for the variations between the final grant and the actual expenditure under each sub-head, whether excesses or savings.

The sub-heads in respect of which reason for variations both savings and excesses are required to be included are as follows:

(a) If the variation in a sub-head exceeds Rs. Fifty lacs.
All variations both savings and excesses, irrespective of the percentage which the variation bears to the sanctioned provision (Original or Supplementary, or both taken together).

(b) If the variation in a sub-head does not exceed Rs. Fifty lacs.
    (i) Where the variation is an excess.
    All cases in which the excess exceeds 10% of the total sanctioned provision or Rs.5 lacs, whichever is higher. The total sanctioned provision in this clause means the original provision (if there is no supplementary provision) supplementary provision (if there is no original provision) and original and supplementary provision taken together if exist.
    (ii) Where the variation is a saving.

All cases in which the saving exceeds 10% of the original provision or Rs. 5 lacs, whichever is higher, if in that sub-head there is no supplementary provision in a sub-head either with or without any original provision, all cases, in which the saving exceeds 10% of the supplementary provision will be included.

(c) If the grant/appropriation as a whole has been exceeded (i.e. where excess has occurred in any of the four segments viz. voted revenue, voted capital, charged revenue and charged capital).

Only such sub-heads as involve an excess of over Rs. One lac each, may be picked up. If, however, there is no individual sub-head involving an excess of over Rs. One lac, sub-heads which mainly account for the overall excess may be included. Of course, the criteria laid down in (a) and (b) (ii) will also be followed.

Re-appropriation

49.5 In such cases allotments under other detailed heads inside the primary unit of appropriation should be examined with the object of discovering probable savings and effecting transfer with the sanction of the competent authority, if necessary.

49.6 If such provision of funds from within the primary unit of appropriation is not possible, the whole grant must be examined in order to see whether savings exist under other units of the appropriation. A transfer of fund from one primary unit of appropriation to another such unit may then become necessary. Such a transfer is termed "re-appropriation" and can be sanctioned only by the competent authority.

Re-appropriation of funds shall be made only when it is known or anticipated that the appropriation for the unit from which funds are to be transferred will not be utilised in full or that savings can be effected in the appropriation for the said unit.

All re-appropriation orders are issued with reference to unit of appropriation in the detailed demands or grants.

49.7 The Executive Engineer, while submitting application for re-appropriation, should take into account the above and submit his proposals stating if the re-appropriation is possible within his own budget in the Division. In case it is not possible in the Division, the Superintending Engineer/Chief Engineer will take into account over all picture of the appropriations controlled by him and seek/order re-appropriation accordingly, wherever necessary and possible.

49.8 Transfer of funds within one primary unit of appropriation under the same grant and involving two or more zones does not amount to re-appropriation and does, therefore, not attract the provisions of Rule 18 of the Delegation of Financial Powers Rules, 1978 because Appropriation Accounts are prepared on the basis of the total grant under a particular primary unit of appropriation in all the CPWD Zones.

Restrictions on Appropriations/Re-appropriations

49.9 Funds shall not be appropriated or re-appropriated in the following cases:

(i) To meet the expenditure which has not been sanctioned by an authority competent to sanction it.

(ii) To meet votable expenditure if the fund provided is for Charged expenditure and *vice-versa*.

(iii) Funds of charged expenditure of one grant or appropriation to another grant or appropriation.

(iv) To meet expenditure on a new service not contemplated in the budget as approved by the Government.

(v) From "Plan" schemes to "non plan" schemes shall not be made.

(vi) For any work, which has not received administrative approval and expenditure sanction.

(vii) From or to the "Suspense Head" relating to Public Works.

(viii) If the appropriated amount exceeds the amount approved or sanctioned for that work by the permissible limit of excess.

(ix) From the primary unit "Major Head" to any other Unit without the previous consent of the Finance Ministry.

49.10 Save with the previous consent of the Min. of Finance, no re-appropriation should be made for a new work costing Rs. Ten lacs. or above, but less than Rs. Fifty lacs. Any work not provided for in the budget, which will cost Rs. Fifty lacs or more should not be undertaken without obtaining the specific approval of Parliament or an advance from the Contingency Fund of India.

49.11 The transfer or reallocation funds between different schemes, provision for which is made in the same primary unit of appropriation does not constitute re-appropriation and as such the concurrence of Min. of Finance is not necessary for such a transfer of reallocation.

Re-appropriation within revenue head in the budget between Major Works/Minor Works, Tools and Plants etc. is permissible.

Re-appropriation can be authorised at any time before, but not after the expiry of the financial year to which such grant or appropriation relates. All such order must be communicated to the Accounts Officer/Audit Officer concerned, before the 31st of March of the year.

49.12 Subject to the above, the authorities mentioned in paras 49.13 to 49.15 hereunder may order re-appropriations from any primary unit of appropriation to any other such unit within and between major heads by the Grants for "Public Works" and "Housing and Urban Development" so long as they are covered by one grant and provided:

(a) That no re-appropriation shall be made to meet any expenditure on unsanctioned works costing not more than Rs. Fifty lacs, subject to requirements of new service/new instrument of service.

(b) That no re-appropriation shall be made from or to the Units "Major Works", "Minor Works", "Maintenance and Repairs" and "Tools and Plants" and involving both revenue and capital provisions.

(c) That unanticipated credits, i.e. credits not provided for in the budget or in excess of the amounts included therein, which are accounted for as minus expenditure, shall not be re-appropriated to any work.

Powers to Re-appropriate

49.13 The DG (W) has full powers and he is empowered to re-delegate the powers subject to the condition that the limits of expenditure laid down for any particular house or houses is not exceeded. No power shall, however, be re-delegated in respect of

(a) Creation of posts

(b) Write off of losses

(c) Re-appropriation of funds exceeding 10 percent of the original budget provision for either of the primary units of appropriation or sub-heads i.e. the primary unit or sub-head from which the funds are being re-appraprriated or the primary unit or sub-head to which the funds are to be re-appropriated, whichever is less.

Delegation of powers should not be done to Non-Gazetted Officers.

49.14 The Chief Engineers have been delegated powers as below:-

(a) Re-appropriation of the funds available as savings from one major work to another work for which provision has been made in the budget allotment of the respective Chief Engineer, subject to the ceiling within the expenditure sanction for the latter work.

(b) Reallocation of funds from one area to another under the same sub-head of the budget grant within the subject allotment at the disposal of the Chief Engineer.

49.15 The Chief Engineers cannot exercise these powers in cases, where re-appropriation of funds is involved from one zone to another zone.

Supplementary Grant

49.16 When savings are not available or re-appropriation is not possible, it must be seen whether special economies can be effected under other sub-heads. If this also is not possible, it will have to be considered whether the expenditure can be postponed or whether an application for a supplementary grant should be made. Normally an application for supplementary grant is not entertained unless the anticipated excess is due to a cause beyond the control of the authority concerned and the funds cannot be found by legitimate postponement of expenditure for which provision already exists.

49.17 The Supplementary Estimates arise, in spite of every care taken to include in the budget all possible payment which will have to be made during the financial year, owing to one or more of the following causes:—

(i) Preparation of annual estimates some months before the commencement of the financial year.
(ii) Fluctuating nature of the services.
(iii) Change (s) of policy or programmes that may occur during the year.
(iv) Under estimating or insufficient allowance for factors leading to the growth of expenditure.
(v) Other un-foreseen causes. and
(vi) Expenditure upon some New Service not contemplated in the Annual Financial Statement of the year.

49.18 While submitting Supplementary Estimates for grants or funds under Article 115 of the Constitution, full facts leading to the demand being made and details of the work with specific mention about administrative approval expenditure sanction etc. "Plan scheme" and "New Service" etc. should be described to enable the higher authorities to ensure that there is adequate justification for placing it before the Govt. for allotment of funds. The application (s) for such Demands should be made to the Ministry as soon as a contingency arises. Supplementary Demands for Grants are presented at every session of the Parliament by the Ministry of Finance, if so decided by them.

49.19 When a Department fails to take a supplementary grant before the close of the financial year, either through misapprehension or because it ascertained the fact of a deficit too late to do so, it has to be termed as "Excess Grant". In such cases, grant of such excess amounts should be obtained in the following year and at the earliest practicable moment after the excess is established, for its regularisation under Art. 115 of the Constitution through the Ministry.

SECTION 50

DISTRIBUTION OF GRANTS

Allotment of Funds

50.1 After the budget grants are approved by the Parliament, the Ministry distributes the sanctioned funds, where necessary, among the concerned Heads of Deptts. as controlling and disbursing officers subordinate to it according to their demands. The whole or a part of the provision under primary unit as sanctioned may be placed at the disposal of a controlling or disbursing officer or the primary unit may be broken into a number of secondary units and the provision under any of these, wholly or in part, placed at his disposal. He, in turn, may out of the funds placed at his disposal, allot funds for expenditure on a specific item or a group of items. The distribution of budget provision by/to the Head of Deptt./Subordinate offices shall be informed to PAOs for check against allocation.

Note: No cognizance will be taken by the Audit officer and/or the Accounts Officer, as the case may be, of any distribution of appropriation among specific items or groups of items which may be made by a disbursing officer for purpose of control over expenditure and no such distribution needs, therefore, be intimated to them.

50.2 While preparing detailed statement showing the distribution of the funds, the following points should receive attention of the budget authorities.

(i) The statement should show the distribution of the final allotments by Circles or Divisions or both and by primary and secondary units of

appropriation to cover a number of individual items or works. It should also contain an abstract of the charges by the prescribed sub-heads.

(ii) Specific allotment should be made for each individual major work.

(iii) Lump-sum appropriations may be made for minor works (Deptt./Division wise) and repairs or maintenance.

(iv) Provision for voted and non-voted (charged) items should be shown separately.

(v) The amounts and details of the allotment intimated by the Ministry should be strictly adhered to and on no account altered.

50.3 The distribution statement, when issued, should be regarded as the authorised programme of expenditure. Any change required therein, during the course of the year, should be dealt with under the Rules of re-appropriation, referred to in preceding section.

Review of Grants

50.4 The DG(W)/ADG/CEs should review every month the progress of expenditure against the funds placed at their disposal from time to time. They should submit to the Ministry early in December of each year, separate statements for each major head showing the anticipated savings or excesses under the various units of appropriation. These statements should include only such items as are beyond the powers of appropriation and re-appropriation of their authority and should be prepared separately for voted and non voted expenditure.

50.5 While preparing such statements, all adjustments that can reasonably be foreseen should be taken into account and it should be ensured that the revised forecast of expenditure against the appropriation is as accurate as possible. This, however, does not preclude subsequent changes, which cannot be foreseen at the time of review being effected. All applications for such subsequent modifications requiring the orders of the Government should be submitted sufficiently in advance so as to reach the Ministry by 15th February of each year.

50.6 To ensure effective control of the expenditure against the appropriations made, a quarterly review of the expenditure is conducted until the end of September and thereafter every month till the month of January.

50.7 Where the progress of expenditure is not even and upto the required standard timely warnings may be issued.

Control of Expenditure

50.8 A constant watch is required to be kept on variations so that as soon as it becomes clear that the funds are likely to be in excess or in short, action can be taken to surrender the savings or to obtain sanction for re-appropriation or a Supplementary Grant. In order to maintain proper control over the expenditure, a record of liabilities and commitments that have been or will be made or incurred against the budget allotments in his jurisdiction should be maintained by the Divisional Officers in Liability Registers Form GFR (6), wherein progressive accounts of all outstanding liabilities should be indicated. The liability Register facilitates preparation of correct estimates of expenditure.

50.9 During the closing of a financial year, there is generally a tendency to utilise the unspent budget provision, which may be considerable, if a proper watch has not been kept over the monthly progress of expenditure. As a result of this, there is a rush of expenditure, popularly known as the "March Rush". It is against the interest of the State that money should be spent hastily or in an ill considered manner just to avoid lapse of budget grant. A rush of expenditure is therefore regarded as a breach of financial regularity and should be avoided. It is for more in the public interests to surrender funds, which cannot be profitably utilised, so that the same are diverted to other objects which could otherwise have to be held in abeyance for want of money.

50.10 Whenever grants have not been utilised to the full extent for valid reasons, e.g. non-drawal of arrears of pay for want of sanction or non-completion of the transactions

relating to purchase of stores in spite of all efforts made to conclude them, the Government, will consider proposals to provide funds for the items in question by means of supplementary grants in the ensuring year. There is, thus, no reason for the authorities concerned to try to spend all the surplus funds at their disposal, merely to avoid their lapses.

SECTION 51
RECONCILIATION OF ACCOUNTS

51.1 The Head of the Department and the Accounts Officer are jointly responsible for the reconciliation of the figures given in the accounts maintained by the Head of the Department with those appearing in the Accounts Officer's books. The reconciliation should be made monthly, the initial responsibility resting with the Accounts Officer.The detailed procedure for reconciliation of expenditure incurred by Direct Demanding Officers (DDOs) including cheque drawing, Direct Demanding Officers (Divisional Officers) and appearing in the books of Pay and Accounts Officers has been explained in succeeding paras.

51.2 The reconciliation need not be very close. Its extent should be determined by the following considerations:—

(a) that the accounts figures finally published will be those maintained by the Accounts Officers; and

(b) that the main object of the reconciliation is to ensure that the departmental accounts are sufficiently accurate to render possible an efficient departmental control of expenditure.

51.3 It has been decided after consultation with Comptroller and Auditor General of India that the following procedure will be followed by the departmental Officers and the Pay/Principal Accounts Officers:—

(i) Direct Demanding Officers (DDO's) will continue to maintain the bill register in form TR 28A and note all bills presented for payment to the PAO in it. On receipt of cheques from PAO against bills presented, necessary note would be made in the Register including retrenchments, if any.

(ii) After the compilation of accounts of a month are over, the PAO's should furnish to each Direct Demanding Officer including cheque drawing Direct Demanding Officers (i.e. Divisional Officers) an extract from the Expenditure control register etc. indicating the expenditure relating to the grants controlled by him classified under the various major, minor and detailed heads of accounts. The statements from May to March shall also contain progressive figures.

(iii) Each Direct Demanding Officer and every Controlling Officer and Head of Departments, in respect of his own expenditure, from the portions of the grant/appropriation allotted/retained to/ with him, shall maintain a separate Register in Form GFR 9, for each minor or sub-head of account with which he is concerned. In this Register, shall be entered the necessary particulars of the charges drawn on each bill under the appropriate primary unit and detailed head.

51.4 In respect of bills presented/paid by PAO, necessary particulars of token No./date or Vr. No./date as intimated by PAO, as the case may be, shall be entered.

The Division Officers shall have the particulars of relevant Sl. No. Given in the Bill Register, TR 28A, entered/indicated in the Register in GFR-9.

On receipt of extracts of expenditure from PAO each Direct Demanding Officer shall compare the details of expenditure, excluding book adjustments, with expenditure worked out in the Register-GFR 9: (the Direct Demanding Officer shall also enter separately the expenditure advised by PAO through book adjustments in this Register) and would furnish certificate of agreement on or before the last day of the following

month of such expenditure to the PAO or explain to him the discrepancies, if any, for settlement.

Simultaneously, the Direct Demanding Officer would furnish on the 3rd of next month, to his Controlling Officer, such expenditure as per Register in GFR-9, who would have it noted in Register in GFR 11/GFR 12 (for Heads of Departments) respectively. The Controlling Officers should maintain a Broadsheet in Form GFR 10 to watch the receipt of such statement from Direct Demanding Officers.

51.5 The CCA, MOUD, would furnish to the DG(W), a monthly statement of expenditure (duly consolidated) in the prescribed proforma vis-a-vis the budget provisions under various heads of accounts. The Head of Department i.e. the DG(W) would have such expenditure compared with that consolidated by Directorate in Form No.GFR 12 and have the discrepancies, if any, between the two investigated/settled.

51.6 The Head of Department would furnish a quarterly certificate to the PAO, MOUD certifying the correctness of the figures for the quarter by 15th of the second following month after the end of the quarters, April-June, July-September, October-December and January-March.

51.7 The Head of Department/Controlling Officer should ensure that the Direct Demanding Officers carry out the reconciliation regularly and in a systematic manner and furnish necessary certificates and returns to the Controlling Officer/Head of the Department in time.

The Divisional Officers as Cheque drawing Direct Demanding Officers and other Direct Demanding Officers getting funds from PAO would maintain record of expenditure in the Register in Form GFR 9. SEs/SE(P)s/CEs as Controlling Officers of the Divisional Officers/Circles respectively would be responsible for timely reconciliation by Direct Demanding Officers/Divisional Officers by maintaining as Controlling Officer records of expenditure in Form GFR 11.

The CEs/DG(W) as Heads of Departments would maintain consolidated Zone-wise and grant-wise records, i.e. Major Head, Minor Head, Sub-Head-wise of the expenditure in Form GFR 12. The final reconciliation of expenditure for the purposes of Actuals vis-a-vis unit of appropriations as compiled by PAO CPWD (DGW) would be effected between figures of Directorate General of Works and the PAO, CPWD (DGW).

51.8 A Grant or Appropriation shall be utilised to cover the charges, including the liabilities, if any, of the past years, to be paid during the financial year or to be adjusted in the accounts of the financial year for which such Grant or Appropriation is sanctioned. Such charges can be authorised by competent authority, any time before, but not after, the expiry of the financial year. Any unspent balance shall lapse and shall not be available for utilisation in the following year.

SECTION 52

REGULARISATION OF EXCESS

Avoiding Excesses

52.1 Excesses over voted grants and appropriations and surrenders reflect on the effectiveness of control over expenditure.

52.2 In cases where the schemes are not fully worked out at the budget stage and a realistic estimate of the likely expenditure during the year is not found possible, provision for preliminary expenses and immediate requirements need only be included in the budget as far as possible subject to review later on during the financial year on the basis of progress made in the planning of and sanction of the schemes.

52.3 Apart from the realistic estimation of the budget, adequate steps should be taken for effective control over the progress of expenditure against the sanction grants including expenditure on account of book adjustments and payments for procurement of stores, supplies and services.

Sanctions to Regularise Excesses

52.4 A statement in Form No.8 should be prepared annually for submission to the Ministry by the end of December every year to show the causes of excesses and savings under different sub-heads along with reasons why steps were not taken in time to surrender the savings or to obtain necessary funds to cover the excesses before the end of the financial year. Separate statements should be prepared for each grant.

52.5 If the grant, has been exceeded, sanction should be obtained to the excess from the Ministry of Finance in case of non voted expenditure or from the Parliament in the case of voted expenditure.

As voted and charged portions as also the revenue and capital sections of a Grant/Appropriation are distinct and re-appropriation inter se, is not permisible, an excess in any one portion or section is treated as an Excess in the Grant/Appropriation.

52.6 Excess in the demands as a whole requires regularisation by the Public Accounts Committee, which generally take a serious view of such excess and insists upon satisfactory explanations from the Departments concerned.

52.7 Similarly savings and surrenders should also be avoided. The Public Accounts Committee takes serious view of the same as in case of excess. Large savings are indicative of loose budgeting in the sense that these prove the inability of the Department to spend usefully the funds to the extent anticipated.

CHAPTER VI

SECTION 53

CHIEF TECHNICAL EXAMINER'S ORGANISATION

Functions

53.1 The Chief Technical Examiner's Organisation is the technical wing of the Central Vigilance Commission. The Chief Technical Examiner's Organisation Conducts inspections of works of CPWD from the Vigilance angle on its own or a complaint being received by/referred to them. The inspections can be carried out by them for works of any magnitude, both in respect of original and repair works.

Returns

53.2.1 In order to facilitate selection of work for inspection, a quarterly return has been prescribed for submission to them giving the list of works in progress. These returns are to be consolidated for each Zone and sent by the CEs to CTE. The returns are required on separate sheet-circle wise indicating clearly the name and address of Engineer-in-Charge under whose charge the work is being got executed. The Quarterly Progress Reports are to include all civil works where accepted/tender value exceeds Rs.One crore, electrical works exceeding Rs. Fifteen lacs and horticulture works exceeding Rs. Two lacs and these are to be submitted on separate sheets for civil, electrical and horticultural works. These returns are required to be submitted for quarters ending March, June, September and December. (Proforma of the return is enclosed as Annexure 1).

53.2.2 Quarterly statements for stores and purchase contracts valuing above Rs. Two crores are also required to be sent to the CTE organisation. The scope of supply contracts (including imports) shall include the value of materials/components, the installation and commissioning charges, where applicable. (Proforma of statement is enclosed in Annexure 2).

53.3 In order to ensure timely submission of these returns to CTE so as to reach them by 15th of succeeding month of the quarter, the following procedure/drill shall be strictly followed.

(i) EEs shall send the returns to their SEs by 5th of the succeeding month of the quarter to which the report pertains.

(ii) SEs shall send 3 copies of consolidated report to CEs by 7th of the succeeding month.

(iii) CEs shall send the return to CTE by 12th of the month.

The returns shall cover works of magnitude as specified above and not of lower values.

No endorsement/return shall be sent by EE or SE direct to CTE. CTE shall get the returns only from CEs concerned.

Apart from the above quarterly return, no other return is to be submitted by the Officers to CTE (Unless specifically asked for). The returns of completion of works, work order, muster roll, copies of NITs etc. are not to be sent to CTE as a matter of routine, unless specifically asked for, in particular case.

Inspection by CTE

53.4 Intimation regarding the inspection/examination of works by CTE is sent by him to EE concerned with a copy to SE well in advance. In order to enable the inspection to be carried out properly, various documents relevant to the work are generally asked for by CTE to be kept ready to site. A list of such documents is given in Annexure 3. Any how, this list is not exhaustive/comprehensive. Any other record considered relevant for inspection can be called by them.

53.5 The inspection reports are sent by CTE to the EE concerned, which EEs shall reply within period mentioned in the letter. Any how matter of serious nature or such

matters pertaining to sanctions of estimates, NITs acceptance of tenders etc. dealt by higher officers, may be referred by CTE for replies directly by the higher officers.

In respect of such paras, EE shall send his comments if required by the higher Officers, to SE concerned and not directly to CTE.

53.6 In order to expedite replies and settle the points and to ensure timely action, it is essential that the time limit fixed by CTE is strictly adhered by officers of CPWD at all levels. For keeping a proper watch in the disposal, the EE/SE/CE shall maintain a register in proforma given in Appendix 45.

Recoveries of Overpayments pointed out by the CTE

53.7 Normally the recoveries of overpayments pointed out by the CTE should be made within a period of three months from the date of issue of memorandum by CTE. The overpayment arising out of the defects pointed out by the CTE should be promptly assessed and accepted by the Divisional Officer, whenever agreed to and the recoveries effected from the money due to the contractor either from the same work from the immediate running bill or from any other work or from the security deposit, if any, with the Director General (Works). In no case, action to recover the overpaid amount should be pending or be kept in abeyance on account of the case being before the arbitrator. Action in term of the award can be take after the award is received and accepted by the competent authority. Recoveries/adjustment of the amount in question should, in no case, be effected by debiting the amount to Misc. Works Advance. In order that the recoveries of overpayment pointed out by CTE are promptly effected, a register of overpayments pointed out by the CTE Organisation and subsequent recoveries effected should be maintained by the Divisional Officer in proforma given at Appendix 46.

53.8 Although the inspection of CTE is a part of the contract, yet the CTE is not a party to the contract, no reference should be made to his inspections/examinations of works in any correspondence made with the Contractor. Notice for rectification of defects, recoveries to the made etc. shall be issued by the Engineer-in-Charge, who is the party to the contract, acting for and on behalf of the President of India.

ANNEXURE - 1

(Reference Para 53.2.1)

STATEMENT SHOWING THE QUARTERLY PROGRESS OF ORIGINAL WORKS FOR QUARTER ENDING MARCH/JUNE/SEPT/DECEMBER .....

Civil Works costing	Rs. One crore & above.
Electrical Works costing	Rs. Fifteen lacs & above.
Horticulture Works costing	Rs. Two lacs & above.

ANNEXURE - 3

(Reference Para —53.4)

LIST OF DOCUMENTS CONSIDERED ESSENTIAL FOR INSPECTIONS BY CTE AND WHICH MAY BE CALLED FOR EXAMINATION OF WORK

(1) (a) Press Cuttings, including extended dates, if any
  (i) For prequalification of Architects/Consultants.
  (ii) For prequalificatons of Contractors.
  (iii) Call of tenders.
  (b) Register of sale of tenders,
  (c) Register of opening of tender.

(2) File giving reference to Financial sanction and approval of competent administrative authority-Preliminary estimate.

(3) Copy of Detailed Estimate and its Technical Sanction by competent technical authority.

(4) Approved N.I.T. (Notice Inviting Tenders) in original.

(5) Rejected tenders and comparative statements for :
  (a) Selection of Architects/Consultants.
  (b) Short-listing or prequalification of tenders.
  (c) Other tenders.

(6) Justification statement and corresponding notings in support of tender/offer accepted.

(7) Details of negotiations, if any, made before acceptance of tenders.

(8) Original contracts with consultant/contractor.

(9) Guarantee Bonds etc. towards security for work, machinery/mobilisation advance etc. including extension of validity.

(10) Insurance policies for work, materials, equipment, men etc. including extension of validity.

(11) Guarantees for water tightness, termite proofing etc.

(12) Standard specifications.

(13) Standard Schedule of Rates.

(14) Drawings Architectural and structural.

(15) All connected Measurement Books, level books, field books and lead chart.

(16) All Running Account Bills with all connected statements/vouchers etc.

(17) Statement showing details of check of measurements by Superior Officers-Copies of orders laying down such requirements.

(18) Materials at site accounts/dismantled materials record.

(19) Site order Books/Texts records/Log Books.

(20) Details of Extra/substituted items and of Deviated Quantities being executed considered for execution in the work alongwith Analysis of Rates.

(21) Hinderance Register.

(22) Office corespondence files and inspection notes, if any, issued by Inspecting Officers.

(23) Complaint records, if any.

(24) Any other documents relevant to the works.

SECTION 54

QUALITY CONTRTOL AND TECHNICAL AUDIT WING

Introduction

54.1 An independent quality assurance and Technical audit wing works under the Director General (Works). The Quality Assurance activity, in order to be truly effective has to ensure a progressively improved and uniform quality of the finished work. Experience gained over years indicate that "Process Control" is essential in building construction to ensure that the work in different phases is executed in a manner predetermined and laid down in specifications. In order to achieve the above, the prerequisites cover among other things, availability of adequately manned and equipped agency for exercising quality control, periodical appraisal of quality and system of feed back for effecting possible improvements.

Quality Control System of the Department

54.2.1 In the Quality Control system of the Department, the Field Engineers-in-charge of execution have to adopt the relevant Quality Control measures to ensure the desired quality of work.

54.2.2 The direct responsibility for ensuring proper quality of work as per approved specifications and for achieving designed life of the building rests with the construction team i.e. EE, AE & JE. The SE shall be over all responsible for management of Quality System and Procedures for works under his charge. For this purpose a QA team headed by AE(QA) has been provided to assist him. The powers of acceptance of sub-standard work delegated to the SE should be used sparingly and under exceptional circumstances. The Chief Engineer shall periodically review and monitor the Quality Control System.

54.2.3 Independent Quality Assurance set up which keeps a watch on the effectiveness/adequacy of quality control measures at site and also provides guidance to the field engineers comprises of the following:—

(i) QA wings in each region under ADG of the region.
(ii) Core Wing at the Directorate under CE (CSQ).

Organisational Set Up of Quality Control Personnel

54.3 The implementation of Quality Control in the field will require close co-operation among the three agencies namely (a) field engineers (b) the Construction Agency and (c) The Quality Assurance Team at Circle level.

Construction Staff and Engineer-in-Charge

54.4 The broad responsibilities of the Engineer-in-charge will be as under :—

(i) To ensure that materials duly approved by the competent authority are used in the work.
(ii) Wherever necessary the Ex.Engineer shall approve the sources for respective materials.
(iii) Samples of materials should be approved by EE and signed by him and contractor and preserved till end of the project.
(iv) Samples of various materials, fittings to be used shall be approved well in advance before placing orders and displayed at sites of works with make and name of the manufacturer/supplier.
(v) Before taking up the finishing work, full scale sample should be prepared for large scale repetitive items, such samples should be approved by EE. Some examples are:
    (a) Frames and shutters for door windows
    (b) Water supply, drainage and sanitary lines and fittings
    (c) External and Internal finishing
    (d) Flooring including levels and slopes and dado

(e) Electrical switch board/electrical fittings/points
(f) Door/window fittings
(g) Kitchen
(h) Sample quarter for Residential areas
(i) Sample unit like corridors, toilet, room in case of non-residential areas.
(j) Various types of service pipes
(k) AC ducts/AC Grills
(l) Window Grills with or without Coolers & ACs
(m) False ceiling
(n) Fire fighting pipes and fittings, conduit networks, including cable ducts and cable galleries
(o) Shafts.

(vi) To ensure that all laboratory tests as laid down in the specifications are carried out at appropriate time and materials failing to conform to the required specifications are promptly rejected and removed from site.

(vii) As far as practicable, all tests on materials will be carried out at the construction site in a field laboratory, which will be set up under the control of the Executive Engineer. At least one lab should be established in each division. The equipment for such field laboratories may be purchased directly charging their cost to the work. A Junior Engineer of the division with aptitude for testing should be selected by the Executive Engineer for manning the laboratory. He should be given training in the Central Laboratory to familiarize with the various tests and then placed in charge of the field laboratory. A typical list of equipment and instruments which may be procured for a field Laboratory are given in annexures 1 and 2. Results of routine tests carried out in the field laboratory will be promptly communicated simultaneously to the Engineer-in-Charge and the Quality Control Team functioning at the Circle level. The Junior Engineer-in-Charge of the field laboratory will be responsible for carrying out tests correctly and for timely communication test results to authorities mentioned above.

(viii) Although testing of materials is a very important requirement for quality control, often testing is not carried out by AE/JE at site till the lapse is pointed out by an inspecting officer. It is essential that the officers who have to get the work executed at site should be aware of the various tests required to be carried out during the progress of work and should be adequately prepared for the same before the actual work starts. A Consolidated test register duly signed by EE on each page should be issued from the Division Office soon after the award of work.

(ix) It will be convenient for the EE to keep a watch over regular testing of materials while making payment at the stage of each running bill. For this purpose, a proforma as given in Annexure-3 may be prescribed. The first five columns of the proforma should be filled by the AE/JE and checked by EE in advance and copies as required made thereof. The remaining columns will be filled by AE/JE with each running bill and checked by EE before making payment.

(x) Samples for tests are taken mostly by JEs or some by AEs. Samples for 10% of mandatory tests should be collected by EE. 10% of the field tests should be got done by EEs in their presence.

(xi) To ensure that the Quality Control Procedures as may be laid down by the Core Cell, are strictly adhered to by all construction staff.

(xii) A Guard File shall be maintained at all work site with copies of all inspection reports to-date, whether these be of AE(QA), regional QA units/QA Core Wing, EE, SE or CE.

(xiii) Inspection Register, Site Order book , Record of tests, Hindrance Register, etc. should be put up for entries and review to every inspecting officer.

(xiv) The Inspecting Officers of the rank of SE and above shall not confine themselves only to review of progress, co-ordination and general matters but shall inspect the work from quality control aspects.

(xv) The EE & SE should invariably review and sign the Guard File of earlier inspections, inspection register, Site Order Book, Registers of tests carried out , Hindrance register etc.

(xvi) The EEs should ensure that AEs and JEs as well as contractor's supervisors in-charge are fully aware of specifications for any new/fresh items of work to be taken up in the next two weeks. AEs/JEs/Supervisors should ensure that this important aspect is not overlooked. Senior officers should guide the subordinates for execution of specialised/selected items to avoid common defects.

(xvii) Check list.

As and when any important item is taken up for execution, JE/AE should go through the specifications and make a check list. This check list should be got approved from EE. The important items inter-alia include foundation including reinforcement and shuttering, brickwork, cast-in-situ mosaic flooring, doors & windows, plumbing i/c water supply pipe lines, roof treatment, earth-filing etc.

Sample check lists for items of concrete for raft, columns/beams/slabs, water supply lines, brick work and plastering are enclosed as Annexure 4 for guidance.

(xviii) In buildings one of the serious problems is dampness and leakage. EEs shall ensure that necessary tests are carried out for proper slopes of canopies, chajjas, terracing, drainage arrangements, water tightness of expansion joints, joints in the W/S, drainage and sanitary works before these are covered/concealed and also ensure rectification of defects noticed and certify the rectification carried out.

(xix) EEs shall ensure availability of the required test equipments for field tests as well as an updated copy of specifications and copies of Agreement at sites of works.

Quality Control Team at Circle Level

54.5 The Quality Assurance Team with Superintending Engineer of the circle as its head will comprise the Assistant Engineer (along with his J.E. for laboratory work) whose main job is quality assurance.

(a) In order that the role of the AE (QA) is effective in the process of Quality Control, the following points are essential :—

(i) The periodicity of visit of works should be such that the process control at various stages is possible.

(ii) There should be minimum delay between inspection of work and communication of inspection information to Field formation.

(iii) The AE(QA) should carry out his tasks in a work that relates operationally to the quality specifications and standards laid down for the work and to the control actions that can be applied to the construction process. Thus the AE(QA) should assess those aspects which are important to the overall quality of the finished work.

(iv) The data received from AE(QA) should be analysed and organised to evaluate significant facts not only about the finished work but also about the process leading to it.

(v) The analysed and organised data should be presented to the Field Formation in a form that enables them to see immediately its significance for control and necessary action.

54.6 The functions of Quality Assurance Team at Circle level are as under :

(i) Every AE(QA) should Carry out minimum 10 visits to works every month.

(ii) In pre-dominantly construction division, where maintenance works exists, at least 10% of such visits should be of maintenance works.

(iii) AE(QA) should prepare his programme and take approval of SE. The programme should be sent to site in advance of inspection.

54.7 Following norms have been decided for inspection to be carried out by the AE(QA) of the Circle Office :

(i)	Construction works costing normal acceptance powers of tender by SE or more	Each work to be inspected at least three times during currency
(ii)	Construction works costing less than the normal acceptance powers of tenders by SE but more than or equal to the normal acceptance powers of tenders by EE (Strengthened Division)	Each work to be inspected at least twice during currency.
(iii)	Maintenance works	Each work to be inspected at least once.

54.8 During periodical visits, efforts of the AE(QA) should be directed at:

(a) to check the quality of materials used in the work.

(b) In respect of the quality of the finished items also, random checks shall be applied by the AE(QA), with the help of handy instruments like Impact Hammer, penetro-meter, moisture meter etc.

(c) The AE(QA) shall also carry out a systematic check on the field test carried out by the Field staff during the progress of the work. This is to be with particular reference to the mandatory tests laid down in the CPWD Specification. In case of any abnormal test results coming to his notice, the AE(QA) with the approval of SE shall send samples of such items to the laboratory for repeat tests.

(d) The AE(QA) is to also provide guidance to the field staff in case of any problem relating to routine field tests.

(e) Finally, on the basis of these observations with regard to the quality of works, general adherence to the quality control procedure and the standard of progress, he shall submit an overall assessment report in the form at Annexure-5 to the Superintending Engineer of the Circle. Superintending Engineer shall complete the part V of the report with minimum delay.

AE(QA) will then send the report to the Executive Engineer concerned, simultaneously endorsing copy to AE in charge as well as SE(TLCQA) of the Region [To SE(QA) for New Delhi Region, BFR & IBB Works]. In the case of works accepted by Chief Engineer, a copy of the Inspection Report is to be endorsed to Zonal CE also.

(f) The report of the AE(QA) while being comprehensive should be simple and clear so that when communicated to the field formation, the control actions, necessary become evident.

(g) In case any new technology or material is being used at a site and if any defect is noticed during site inspections, AE(QA) shall send a report to the CE(CDO) and TAD(Cell).

Action by SE on AE (QA) Report

54.9 Based on the report of the AE(QA), the Superintending Engineer shall assess the following:—

(i) The general standard of quality of the work at the particular site. This assessment is to be based on the regularity of the routine tests carried out in the field and general adherence to the quality control procedures.

(ii) The life of the building likely to be achieved, vis-à-vis the designed life.

(iii) Remedial action required to avoid defects of the nature mentioned in the Inspection Report.

54.10 Where the quality of work is not found satisfactory, the SE shall take necessary corrective measures to rectify the defective work and to ensure that the designed life of the building is achieved.

54.11 The Superintending Engineer shall also utilise these periodical reports to identify the construction agencies which tend to produce bad quality of works persistently. The performance of such agencies should be watched in different works in the Circle and the Superintending Engineer should initiate action for ultimate removal of such agencies from the approved list of contractors.

54.12 Similarly, an opinion can be formed about the performance of various construction teams i.e. the different Construction Division and the staff working under them from these inspection reports. In the event of poor standard of performance in particular Division, necessary measures may be taken for effecting better supervision by the field staff.

54.13 All replies furnished by the Executive Engineer on the reports of AE(QA) of the Circle as well as replies to the Superintending Engineer's comments on the same shall be kept in view for future inspections by Superintending Engineer as well as his AE(QA) and any infirmities and discrepancies suitably brought to notice of the concerned Officers.

54.14 The Circle Level quality control team shall exercise technical audit in respect of all divisions under the circle every year. During the technical audit, preferably the bills finalised during the last six months should be checked.

Regional Q.A. Units and their Functions

54.15 Quality Assurance work in various regions are being looked after by Regional QA Units headed by SE(TLCQA) of the region.

54.16 The Regional QA units shall follow the guidelines and norms relating to Quality Systems and Procedures as laid down by the Quality Assurance Core Wing from time to time. These Regional QA units shall function under control of ADGs, who shall be fully responsible for effective quality assurance in their Region. However, CE(CSQ) shall also inspect works in the Regions, on behalf of DG(W) to see the effectiveness of Quality Assurance as well as cases referred to him by SE(TLCQA)/CE/ADG.

The Role and Functions of Q.A. Units under SE(TLCQA) in the Region

54.17 In general the Q.A. Units shall exercise the role for management of Quality Systems & procedures to achieve and sustain Quality of works executed by the CPWD and to offer necessary guidance to the field units in this regard.

54.18 Major Functions assigned to Q.A. Units are as under :

(i) To carry out inspection of original works costing more than the SE's power of acceptance of tenders in general and maintenance works (including functioning of Enquiry Offices) from Quality Assurance angle on selective basis, Q.A. Units may also inspect any work irrespective of its value at its discretion.

(ii) In selecting works for inspection, their uniqueness, complexities and special characteristics, if any, shall be kept in view. For effective quality assurance any major work shall be inspected 3 to 4 times during the progress of the work at various stages. Each Q.A. Unit headed by EE shall visit minimum three works per month out of which at least 25% works shall be maintenance/special repair works.

(iii) To carry out comprehensive examination & technical audit of at least one division per zone in a year, for works costing more than Rs. One Crore. Such examination shall encompass all aspects of the work right from the requisition stage till its completion and payment of final bill.

(iv) To provide guidance in setting up laboratories at various stations/work sites.

(v) To review the performance of new materials and techniques introduced in the Department from time to time on the basis of the field inspections.

(vi) To convey observations regarding Electrical works having bearing on the planning and execution of Civil works to the appropriate Unit in Electrical Wing.

(vii) To inspect any work or carry out investigations and enquiries with regard to quality related aspects assigned by the A.D.G. concerned/D.G.W.

(viii) To submit quarterly reports in brief to ADG covering :—

List of major works inspected, common defects/deficiencies observed in the work and highlight of the functioning of the regional Q.A. set up.

The Core Wing & its Functions

54.19 The Core Wing shall have the over-all responsibility of constantly reviewing the existing quality assurance procedure and updating it on the basis of feed back from Quality Assurance Teams.

54.20 It shall carry out the functions of Regional Q.A. Unit for works under all ADGs, under whom no SE(QA)/TLCQA is posted. Presently, QA core wing will look after works under ADG(S&P), ADG(TD) ADG(Border) and Enginner-in-Chief,Delhi PWD. In addition, it shall perform following other functions :

(i) To deal with policy issues pertaining to Total Quality Management System (TQM) for the C.P.W.D. as a whole.

(ii) To review the existing procedures regularly on the basis of feed back from regional units and to issue guidelines/instructions to ensure uniformity, consistency and reliability in implementation of quality System and Procedures in the department.

(iii) To lay down norms/guidelines for periodic inspection and effective functioning of Q.A. Units in the Regions/Quality Control teams at Circle level.

(iv) To keep itself update with modern testing equipments and methods and disseminate information in this regard to all concerned in the Department.

(v) To review the existing tolerance limits and to lay down the tolerance limits in respects of finished items, for which such limits are not specified in C.P.W.D. Specifications. Such tolerance limits will be fixed based on the accumulated experience of various works.

(vi) To issue guidelines/instructions for assigning accountability for different items of works.

(vii) To carry out investigations & enquiries with regard to quality related aspects for specific works or any other functions assigned by CE(CSQ)/concerned ADGs/DGW.

Calendar of Returns

54.21 To enable the functioning of Core Wing as well as the Quality Assurance team at the Circle Level the information as detailed below is to be furnished by the Divisions and the Circles

(a) To be submitted by Divisions to Circle office

(i) Quarterly statement of works in progress in respect of all works of acceptance power of CE and above. As on 31st March, 30th June, 30th September and 31st December every year as per proforma at Annexure 6.

(ii) Quarterly statement of works of acceptance power of SE, as per proforma at Annexure 6.

(iii) Copy of Award letters for works of acceptance powers of Chief Engineers and above [to be sent to respective QA (Core Wing)/Regional (TLCQA) Unit.]

(b) To be submitted by Circle Office to the Core Wing/Regional QA Unit

(i) Quarterly statement showing the progress of original works of acceptance power of CE and above, as on 31st March, 30th June, 30th September and 31st December every year (As per proforma at Annexure 6).

Issue of Inspection Reports by Core Wing/Regional TLCQA Units

54.22.1 During the inspection Q.A. Unit will prepare the necessary observations based on the proforma as enclosed as Annexure-7.

54.22.2 After finalisation of report, EE(QA) should sign and send the report to the concerned EE, simultaneously enclosing copies to concerned CE & SE. A copy of the report will also be endorsed to ADG of Region by Regional TLCQA unit and to CE (CSQ) by Core Wing.

54.22.3 Any point considered serious enough to be brought to the specific notice of the concerned SE/CE will be intimated by SE(QA)/CE(CSQ) of the region, through a separate letter by name in addition to the normal report .

54.22.4 Where some observation paras have been brought to the notice of the SE/CE, they should send their comments/replies after personal inspection in case the work is located at the same station/headquarter. For outside works, SE/CE can take the assistance of AE(QA)/SE(P&A) in order to ensure that the replies are sent within 4 weeks from the date of receipt of Inspection Reports/letters from SE(QA)/CE(CSQ). The practice of SE/CE's only drawing attention to the replies of EEs/SEs is not desirable. A close watch will be kept and in the event of any default, CE(CSQ) shall write to the concerned SE/CE. If still no reply is received within a fortnight, the matter shall be referred to the CE(Vig) endorsing copy to concerned ADG also presuming that they have no comments to offer.

54.22.5 Notwithstanding the above, serious irregularities/defaults, over-payment, shortages, frauds like wrong certification or wrong report of rectification of defects etc. may be referred to CE(Vig.) immediately by CE(CSQ).

54.22.6 Where the general quality of works in a Section/Sub-division/Division are found largely sub-standard, CE(CSQ) shall write to ADG(S&P) for consideration of transfer of JE/AE/EE from the site. When the transfer is done on this basis, the JE/AE/EE shall be declared unfit for field posting, subject to review after a minimum period of three years.

54.22.7 For EE/SEs who do not respond to the QACW letters/reminders in a constructive/positive manner, the CE(CSQ) shall forward a brief note to the Chief Engineer concerned for suitably incorporating the remarks in the Annual Performance Report/Annual Confidential Report of the concerned officer.

Action in Divisions on the Inspection Report of Core Wing/Regional QA unit

54.23 As soon as the inspection report is received from Core Wing/Regional QA Unit, the same should be immediately brought to the notice of the AE and JE in charge of the work.

54.24 The following further actions should be taken:—

(a) The various observations involving the Contractor's work or any other obligation of the contractor shall be brought to the notice of the contractor through the site order book.

(b) The work should be checked up for defects similar to the ones observed, at other locations and all such findings also brought to the notice of the contractor suitably as above. It should be ensured that similar defects do not recur in further work.

(c) Wherever the defects are rectifiable, action should be taken for their rectification simultaneously ensuring that such works are not placed in a position beyond rectification. No further work shall be done at that location till defects are rectified.

(d) For items of observations not involving the contractor's work/obligations, the EE shall ensure that due actions are taken in time.

(e) Wherever any para is referred to SE/CE, EE should send an action taken report to SE on priority.

(f) The EE concerned shall take action on the observations and send compliance on rectification of defects/deficiencies to the QA Unit within a period of 4 weeks from the date of receipt of the Inspection Report.

Action in Circle Office on Inspection Reports of QA Units

54.25 On receipt of inspection report from QA Unit, Superintending Engineer should watch the compliance of the observation by the Executive Engineer and his AEs/JEs. Superintending Engineer should also ensure due action in Division on inspection reports and to ensure that replies to the inspection reports of Core Wing are sent expeditiously as per instruction as may be issued from time to time in this regard.

54.26 On Paras referred to SE/CE by QA Wing, SE/CE shall not endorse the replies of the Executive Engineer as it is. They shall duly satisfy themselves about the same before sending comment/reply to the QA Wing.

54.27 Further, action on similar lines as mentioned in paras 54.9 to 54.13, shall be taken by SE on the inspection reports of QA Wing.

54.28 It is necessary that observations made by the Q.A. Units are attended to on priority and compliance reported. The SE(P&A) of the Zone shall be responsible to monitor the compliance of observations made by the Q.A. Units and bring cases to the notice of the CE for appropriate action where there is delay of more than 3 months.

54.29 Chief Engineer should have regular quarterly review of pending Inspection Reports. Similarly review should be done at SE's level at monthly intervals.

Responsibility for Quality

54.30 In respect of all works, the responsibility of various officers for checking of materials and workmanship of items of works shall be as given in Annexure-8. However, this does not absolve Junior Engineer and other officers of their responsibility to get the work executed as per specifications and provisions of Manual.

Field Testing Laboratories

54.31 The salient functions of the Field Testing Laboratories have already been outlined while discussing the functions of the field formation in exercising control of quality. A list of field equipment for a typical field laboratory has been given in Annexures-1 & 2. The Superintending Engineer shall from time to time review functioning of these field testing laboratories and suggest ways and means of improving the standard of their performance in consultation with the Core Cell if necessary.

Circle Level Testing Laboratories

54.32 These will be the second line of testing laboratories apart from carrying out routine tests of samples received from scattered works, for which independent field laboratory cannot be afforded. These laboratories may be placed under the charge of Ex. En.(P) in the Circle. Two Junior Engineers may be drawn from the existing establishment of the Circle for manning the testing personnel.. A list of testing equipment for a typical circle level laboratory is shown in Annexure 9.

Central Laboratory

54.33 The Central Laboratory shall provide guidance in setting up the field level and circle level laboratories, both in respect of equipping them and training the testing personnel. These laboratories shall carry out confirmatory tests of samples collected by the AE(QA)/QA Units during routine inspections of various works at the site. Besides, calibration of equipment of field laboratory, is another task assigned to Central Laboratory.

ANNEXURE - 1

[Reference para 54.4(vii)]

LIST OF EQUIPMENT FOR FIELD TESTING LABORATORY

A. **For Building Works**

1. Balances
   - (i) 7 kg. to 10 kg. capacity, Semi-Self indicating type-Accuracy 10 gm.
   - (ii) 500 gm. capacity, Semi-Self indicating type-Accuracy 1 gm.
   - (iii) Pan Balance- 5 kg. Capacity, accuracy 10 gm.
2. Ovens-Electrically operated, thermostatically controlled upto 110°C-Sensitivity 1°C.
3. Sieves : as per IS 460-1962.
   - (i) I.S. Sieves -450mm internal dia of sizes 100 mm, 80 mm, 63mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75mm complete with lid and pan.
   - (ii) IS Sieves- 200mm internal dia. (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
5. Equipment for slump test- Slump Cone, Steel Plate, tamping rod, steel scale, scoop.
6. Dial gauges 25 mm travel- 0.01 mm/division. Least count -2nos.
7. 100 tonnes compression testing machine, electrical-cum manually operated.
8. Graduated measuring cylinders 200 ml capacity-3 Nos.
9. Enamel trays (for efflorosence test for bricks).
   - (i) 300 mm × 250 mm × 40 mm — 2 nos.
   - (ii) Circular plates of 250 mm dia — 4 nos.

B. **For Road Works**

1. Balances
   - (i) 7 kg to 10 kg capacity, semi-self indicating type, Accuracy- 10 gm.
   - (ii) 500 gm capacity, semi-self indicating type, accuracy-1 gm.
   - (iii) Chemical Balance, 100 gm capacity, Accuracy- 0.1 gm.
   - (iv) Pan Balance - 5 kg. capacity, with 10 gm accuracy.
   - (v) Platform scale- 300 kg capacity.
2. OVENS— Electrically operated, thermostatically controlled.
   - (i) Upto 200°C for Determination of loss on heating of bitumen.
3. SIEVES AS PER IS 460-1962.
   - (i) I.S. Sieves- 450 mm of internal dia of sizes 100 mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 1.75mm, complete with lid and pan.
   - (ii) I.S. Sieves- 200 mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns and 75 microns with lid and pan.
4. Sives Shaker capable for Shaking 200mm and 300mm dia sieves, electrically operated with timer.
5. Dial gauge
   - (i) 25mm travel — 0.01mm/division.
6. Load frame-5 tonnes capacity electrically operated with speed control.
7. Aggregate impact test, apparatus as per IS 2386-part IV-1963.
8. Compaction apparatus (Proctor) as per IS 2720-part VII-1974.
9. Modified ASHO compaction apparatus as per IS 2720-part-III-1974.
10. Sand pouring Cylinder with control funnel and tube complete as per IS 2720-part XXVIII-1974.
11. Sampling tins with rods 100mm dia × 50mm ht. 1/2kg capacity and miscellaneous items like moisture tins etc.

12. Constant temperature bath for accommoditing bitumen test. Specimen electrically operated and thermostatically controlled.
13. Penetrometer with automatic time controller and with adjustable weight accessories and needles as per IS 1203-1958.
14. Oxhlet extraction apparatus complete with extraction thimbles etc.
15. Laboratory mixer about 0.02 cu-meter capacity electrically operated with heating jacket.
16. Hubbard Field stability test apparatus complete.
17. Marshall compaction apparatus as per ASTM 1559-62T and complete with electrically operated leading unit compaction pedestal bearing head assembly dial micrometre and bracket for flow measurement load transfer bar, specimen mould (4 inch. dia) with base plate, Columns, mould (4 inch, dia) with base plate, collars, specimen extracted. Compaction hammer 4.53 kg (10lb)/457 mm (18inch) fall.
18. Distant reading thermometers.
19. Graduated cylinder 1000 ml. capacity.
20. Enamel tray.

ANNEXURE - 2

[Refer para 54.4(vii)]

FIELD TESTING INSTRUMENTS

1. Steel tapes - 3 m
2. Vernier Calipers
3. Micrometer Screw 25 mm gauge
4. A Good quality plumb bob
5. Spirit level minimum 30 cms long with 3 bubbles for horizontal vertical
6. Wire gauge (circular type) disc
7. Foot rule
8. Long nylon thread
9. Rebound hammer for testing concrete
10. Dynamic penetrometer
11. Magnifying glass
12. Screw driver 30 cms long
13. Ball pein hammer, 100 gms
14. Plastic bags for taking samples
15. Moisture meter for timber
16. Earth Resistance tests: for Electrical Divisions
17. Meggar

ANNEXURE - 4

[Reference Para 54.4 (xvii)]

PART — A

NAME OF WORK:
NAME OF CONTRACTOR:
AGREEMENT NO :

1. Date of Inspection
2. Location
3. Material used for concrete whether tested
   (a) Sand Yes/No
   (b) Coarse aggregate Yes/No
   (c) Water Yes/No
   (d) Admixture, if any Yes/No
4. Raft top level whether provided as per details Yes/No
5. Architectural/structural drawing correlated Yes/No
6. Whether location of construction joint has been discussed with EE & he has approved Yes/No
7. Cleaning over water proofing surface and construction joint done Yes/No
8. CC cover blocks of 60 mm, thickness provided (min 2 in one square metre area) Yes/No
9. Reinforcement placement as per relevant structural drawing checked Yes/No
10. Layout of columns as per relevant structural drawing checked Yes/No
11. Placement of shuttering plates and key board for proper construction joint with shuttering oil Yes/No
12. Cement slurry applied on construction joint before pouring of concrete Yes/No
13. Trained mason available Yes/No
14. Concreting to start from farthest point to nearest point with respect of weight batching plant Yes/No
15. Concrete mix has been designed Yes/No
16. Plasticiser being used Yes/No
17. Adequate number of Concrete Vibrators in working condition available Yes/No
18. Slump checked Yes/No
19. Sample cubes taken Yes/No
20. Signature of JE
21. Signature of AE/AEE
22. Signature of EE

PART — B

CHECK LIST FOR COLUMNS/BEAMS/SLABS

1. Date of Inspection
2. Drawing No.
3. Location
4. Whether materials used conform to relevant Specifications?
   (a) Sand
Yes/No
   (b) Coarse Aggregate
Yes/No
   (c) Water
Yes/No
   (d) Admixture, if any
Yes/No/NA
5. Whether structural drawings correlated with Architectural drawings?
Yes/No
6. Whether the centre line of column/beams checked with reference to grid lines as per Architectural Drawings?
Yes/No
7. Whether treatment of Expansion Joint, wherever required, is done?
Yes/No
8. Whether cleaning, repairing and approval of shuttering plate, application of quality shuttering oil is done?
Yes/No

9. Whether shuttering is in true plumb & vertical and properly done and maintained during concreting? Yes/No
10. Whether reinforcement detailing, there placement area as per structural drawings? Yes/No
11. Whether proper gauge binding wire is used and with full cross binding and tightening of reinforcement bars with stirrups? Yes/No
12. Whether required minimum cover to reinforcement is maintained? Yes/No
13. Whether stainless steel cramps, angle irons for holding stones and any holding arrangement for electrical/mechanical services placed in position as per requirement? Yes/No
14. Whether conduits for various electrical/mechanical/fire fighting/other services have been seen and approved by JE(E)/AE(E)? Yes/No
15. Whether concrete of approved design mix within maximum permissible water cement ratio is used? Yes/No
16. Whether admixture of good brand quality approved by Engineer-in-Charge is used? Yes/No
17. Whether technical supervision at batching plant/mixer and at point of concreting done? Yes/No
18. Whether concreting is placed within initial setting time of mixing? Yes/No
19. Whether proper compaction with vibrator is done? Yes/No
20. Whether the concreting has been done in a lift not exceeding 1.5 m? Yes/No
21. Whether cubes as per requirement filled for testing? Yes/No
23. Signature of JE
24. Signature of AE/AEE
25. Signature of EE

POST CONCRETING:

26. Whether shuttering stripped off as per specification and laitance removed immediately thereafter? Yes/No
27. Whether proper arrangement of curing and curing period maintained as per specifications? Yes/No
28. Whether hacking of RCC surface by proper hacking tool for subsequent plastering/finishing is carried out ? Yes/No
29. Signature of JE
30. Signature of AE/AEE
31. Signature of EE

PART — C
CHECK LIST FOR BRICK WORK

1. Date of Inspection
2. Drawing No.
3. Location
4. Whether materials used conform to relevant Specifications and whether mandatory tests Done?
   (a) Sand Yes/No
   (b) Bricks Yes/No
   (c) Water Yes/No
5. Whether structural drawings Co-related with Architectural drawings? Yes/No
6. Whether the centre line of brick work checked with reference to grid lines as per Architectural Drawings? Yes/No
7. Whether bricks soaked in water before use for sufficient period? Yes/No
8. Whether queen closer are used at junction of walls? Yes/No
9. Whether brick work is in true plumb and vertical and all layers truly horizontal? Yes/No
10. Whether graduated wooden straight edge storey rod being used for keeping height of brick courses uniform? Yes/No
11. Whether wall height being constructed in a day is being restricted to 1 m height? Yes/No
12. Whether parts of wall left at different levels are raked back at an angle of 45 degrees or less with the horizontal? (Toothing is not to be permitted) Yes/No
13. Whether top courses of all plinths, parapets, steps and top of walls below floor and roof slabs laid with brick on edge? Whether marucona provided at corners in such brickwork? Yes/No
14. Whether thickness of joints in brickwork is kept 1 cm ± 20%? Yes/No

15. Whether mortar of approved mix within maximum permissible water cement ratio is used? Yes/No
16. Whether all horizontal and vertical joints are being filled? Yes/No
17. Whether proper arrangement of curing and curing period maintained as per specification? Yes/No
18. Whether date of work done written? Yes/No
19. Signature of JE
20. Signature of AE/AEE
21. Signature of EE

PART — D
CHECK LIST FOR PLASTERING

1. Date of Inspection
2. Drawing No.
3. Location
4. Whether materials used conform to Relevant specifications and whether Mandatory tests done? Yes/No
5. Whether surface cleaned of all loose mortar and efflorescence? Yes/No
6. Whether all conduiting and electrical piping done? Yes/No
7. Whether all doors, windows etc. fixed? Yes/No
8. Whether all defects of brickwork/CC/RCC rectified? Yes/No
9. Whether procuring of surface done? Yes/No
10. Whether 2.5 m long aluminium straight edge and plumb bob being used to check verticality and evenness of surface? Yes/No
11. Whether 15 cm x 15 cm bunda at every 2 m horizontally and vertically being provided to serve as gauges? Yes/No
12. Whether uniform groove provided at junctions of all plaster and ceiling plaster? Yes/No
13. Whether mortar of approved mix within maximum permissible water cement ratio is used? Yes/No
14. Whether proper arrangement of curing and curing period maintained as per specifications? Yes/No
15. Whether date of work done written? Yes/No
16. Signazture of JE
17. Signature of AE/AEE
18. Signature of EE

PART — E
CHECK LIST FOR WATER SUPPLY LINES

1. Date of Inspection
2. Drawing No.
3. Location
4. Whether materials used conform to relevant Specifications and whether mandatory tests done? Yes/No
5. Whether plumber employed is licenced plumber or not? Yes/No
6. Whether plan for piping system has been prepared and got approved? Yes/No
7. Whether all pipes and fittings are IS marked? Yes/No
8. Whether a sample system has been prepared and got approved? Yes/No
9. Whether clamps provided at specified spacing? Yes/No
10. Whether pipe lines checked at required pressure before covering? Yes/No
11. Whether weight of flushing pipe checked? Yes/No
12. Whether flushing cistern is ISI marked and internally painted with bitumastic paint? Yes/No
13. Whether fittings like wash basin, sink pan, cistern, bib cock, stop cock, wheel valves, etc. are ISI marked? Yes/No
14. Whether PVC water storage tank is ISI marked? If not, whether sample sent for testing? Yes/No
15. Signature of JE
16. Signature of AE/AEE
17. Signature of EE

ANNEXURE - 5

[Referred in para 54.8(e)]

CENTRAL PUBLIC WORKS DEPARTMENT PROFORMA FOR QUALITY CONTROL INSPECTION

PART — I

1. General.
   - 1.1 Name of work.
   - 1.2 Division & Sub-Division.
   - 1.3 Inspecting Officer.
   - 1.4 Assisted by.
   - 1.5 Date of present inspection.
   - 1.6 Reference to memos of previous Inspection.
2. Particulars of work.
   - 2.1 Estimated cost put to tender.
   - 2.2 Tendered amount.
   - 2.3 Agreement No.
   - 2.4 Name of Contractor.
   - 2.5 Registration class of Contractor.
   - 2.6 Date of start of work.
   - 2.7 Due date of completion.
   - 2.8. % age progress of work at the time of inspection
3. Routine Quality Control.
   - 3.1 Quality control Aids.
     - 3.1.1 Is field staff equipped with:
       - (a) Copy of agreement with relevant specifications (detailed as well as special).
       - (b) Copy of preliminary estimate, detailed estimate and measurements.
       - (c) Uptodate Architectural as well as structural drawings.
       - (d) Testing facilities with the help of necessary field instruments/equipments (List of equipments available at site including level, theodolite etc. may be given).
4. Observations on quality of work after intensive inspection.

   —Enumerate the defects/draw-backs/deficiencies noticed in the work sub-head-wise.
   - 4.1 Earthwork.
   - 4.2 Concretework.
   - 4.3 R.C.C. Work.
   - 4.4 Brickwork.
   - 4.5 Stonework.
   - 4.6 Steelwork.
   - 4.7 Flooring (Including marble work, if any).
   - 4.8 Roofing.
   - 4.9 Finishing.
   - 4.10 Miscellaneous.
   - 4.11 Services etc.
5. Quality and Testing of materials/Products.
   - 5.1 Comment on.
     - 5.1.1 Testing facilities available with the Deptt. at site.
     - 5.1.2 Testing facilities arranged with other Deptt./institution.
     - 5.1.3 Testing facilities further required to be arranged.
   - 5.2 Testing.
     - 5.2.1 Are all mandatory tests being carried out at the frequency mentioned in CPWD specification?
     - 5.2.2 No. of tests failed and approx. quantity rejected.
     - 5.2.3 General observations on tests, viz. erratic results, consistantly low or high results etc.

5.2.4 Follow up action taken on unsatisfactory results, with lapses in prompt follow up action.

5.2.5 Samples tested by ASW and their results (Samples should invariably be taken where materials/product at site does not appear to conform to the latest test results.

5.3 Is material/product of make borne on approved list of Deptt./ISI?

5.3.1 Are tests carried out on materials/products (covered under 5.3) found satisfactory? If not, intimate results to Chief Engineer (CDO) for reconsideration of approval.

6. Comments on adequacy of resources employed by the Contractor at site for timely completion of work.

PART — II
TECHNICAL AUDIT

1. General details of work.
   1.1 A/A & E/S Amount for the work and corresponding provision available for this work in the sanction.
   1.2 Amount of detailed estimate.
   1.3 Item rate/percentage rate/lumpsum Tender.
   1.4 No. of tenders received and tendered amount (Call of tender).
   1.5 Clause 12 percentage and applicable schedules.
   1.6 Authority accepting the tender.
   1.7 Justification for tender. Has proper evaluation been carried out of the condition, if any, given by the tenderers, while accepting the tender ?
   1.8 Is the detailed estimate technically sanctioned on the basis of complete set of architectural and structural drawings.
2. Deviation from plan/drawings.
   2.1 Deviations, if any.
   2.2 Reasons for deviation, financial implication and sanction of competent authority.
3. Deviation in quantites of items (Including Abnormally high/low rate items).
   3.1 Reasons for deviations.
   3.2 Sanction of competent authority for the deviation.
4. Extra and substituted items.
   4.1 Amount of items sanctioned so far.
   4.2 Justification of items (Proper or not).
   4.3 Sanction of competent authority.
   4.4 Any minus extra item paid? Detail the reasons.
5. Issue of materials.
   5.1 The theoretical consumption commensurate with the work executed and quantity lying at site.
   5.2 Check recovery memo from the last running bill/final bill and short recovery made, if any.
   5.3 Any material not stipulated issued.
      5.3.1 Sanction/approval of competent authority for such issue.
      5.3.2 Approval of rate under three rate formula.
   5.4 Machinery issued to contractor, if any.
      5.4.1 Details of recovery made for hire charges.
      5.4.2 Is recovery made commensurate with calculation of number of hours/days for which recovery should have been made.
6. Payment to Contractor.
   6.1 Amount of last bill paid to the Contractor.
   6.2 Normal frequency of payment.
   6.3 Test check of measurements by AE/EE.
   6.4 Part rates paid/justification for the same.
   6.5 Advances to contractor.
      6.5.1 Checking up of secured advance, if any with reference to materials lying at site.

6.5.2 Reasonableness of advance for unmeasured work.

6.5.3 Hypothecation of documents and safe custody of materials for which advance have been given.

PART — III

PROGRESS MONITORING

1. System adopted at site for monitoring progress.
2. Percentages progress achieved vis-a-vis time given for completion.
   2.1 Steps taken to accelerate progress when short fall is noticed.
3. Any extension of time required? Are reasons for the same justified?
4. Co-ordination amongst various agencies involved in execution of work.
5. Constraints noticed in smooth progress of work and directions if any, received from EE/SE/CE to overcome them.

PART — IV

(RECOMMENDATION)

1. Give specific recommendations for immediate attention of SE on.
   1.1 Improving quality control on specific items.
   1.2 Comments on items lagging behind for want to drawings, materials, decision etc.

AE (Quality Assurance)

To S.E.

PART — V

DIRECTION OF SE ON THE REPORT

1. EE to improve quality of following items.
2. EE to issue notice to Contractor for rectification of following defects at ...../
3. EE to improve slow progress.
4. Directions, if any, for solving deadlocks/problems at site..
5. Further follow up action by AE(QA) on next inspection.

(Superintending Engineer)

To

AE(QA)

ANNEXURE - 7

(Reference Para 54.22.1)

PROFORMA FOR PREPARING OBSERVATIONS

1.0 PARTICULARS OF WORKS
- 1.1 (a) Name of work:
- 1.1 (b) Description/scope of work:
- 1.2 (a) Sub-Division & Name of AE:
  - (b) Division/Name of EE:
  - (c) Circle & Name of SE:
  - (d) Zone and Name of CE:
- 1.3 Agency/Contractor:
  - (a) Name:
  - (b) Registration Class:
  - (c) Registration Number:
- 1.4 Agreement No:
- 1.5 Stipulated Date of Start:
- 1.6 Stipulated time and date of completion:
- 1.7 (a) Estimated cost put to tender:
  - (b) Schedule of rates applicable:
- 1.8 Accepted tendered cost with overall percentage:
- 1.9 Percentage progress at the time of inspection vis-a-vis expected as per contract and reasons for delay, if any:
- 1.10 Inspecting Officer: (Name & Designation)
- 1.11 Officers and Contractor present during inspection (Name & Designation)
- 1.12 Date of Inspection & Number:

2.0 QUALITY CONTROL AIDS:
- 2.1 Is site equipped with?
  - (a) Copy of Agreement:
  - (b) CPWD Specifications/along with (uptodate) Correction Slips:
  - (c) List of ISI marked/approved materials to be used:
  - (d) Guard File containing Inspection Reports of CTE/QCTA/ASW(QC)/CE/SE etc.
  - (e) Testing facilities to check conformance to acceptance criteria:
  - (f) QACW Circulars on Quality Control.
- 2.2 Is field laboratory existing and well equipped?

3.0 DEPARTMENTAL PROCEDURE ASPECTS:
- 3.1 Maintenance of Inspection Register
- 3.2 Highlights of Inspections by CE, SE, AE(P) requiring compliance
- 3.3 Are Test Registers maintained in standard forms?
- 3.4 Are Test Registers reviewed by EE/SE with dates?
- 3.5 Cement Register:
  - (a) Is Cement Store checked by AE/EE periodically as stipulated
  - (b) Comment on Cement Stock with reference to Cement Register:
- 3.6 Site Order Book & Schedule of Defects:
  - (a) Is site Order Book properly maintained?
  - (b) Is the Site Order Book reviewed by EE and SE? (Mention details)
  - (c) Have timely notices been issued to the contractor with the Schedule of defects/damages and date of compliance? In case of failure to rectify defects/damages whether action under Clause 14/17 initiated?

4.0 PROCESS CONTROL ASPECTS:

4.1 Is soil investigation done? (give brief details)

4.2 Suitability of water for construction:

(a) What is the source of water?

(b) Has water been tested and approved by Engineer-in-Charge before construction?

(c) Has water been tested subsequently (i.e. after every 3 months) & found fit for use in works?

4.3 Are 10% (25% for concrete) of all samples for testing taken in presence of EE as per DG(W)'s OM No.28/7/86-WI(DG) Circular No. 9/87 dtd 1.9.1987 / 6.10.1987?

4.4 Are all mandatory tests carried out at stipulated frequency?

4.5 Are materials approved by Engineer-in-charge?
If so, are samples available at site?

4.6 Are sample units/items completed and approved by EE before start of mass finishing work?

4.7 Specific control on RCC work like centering/shuttering, proportioning with boxes: mixing by full bag capacity hopper fed mixer: control of slump: placing/compaction with vibrator:

4.8 Any other particular comments on adequacy of process control:

5.0 SITE INSPECTION

5.1 Sub-head of work in progress and whether inspected

	Whether in progress (If so, tick mark)	Whether inspected (If so, tick mark)	Location
(a) Earth work			
(b) Concrete work			
(c) RCC work			
(d) Brick work			
(e) Stone work			
(f) Marble work			
(g) Wood work			
(h) Steel work			
(i) Flooring			
(j) Roofing			
(k) Finishing			
(l) Internal Services			
(m) External Services			
(n) Road/pavement			
(o) Others (specify)			

5.2 Checking of floor slope
(Especially in Bath, WC, Kitchen, Terrace and Balcony etc.)

5.3 Whether dampness/leakages noticed?
If yes, state locations and probable reasons

5.4 Samples collected by QC Core/Cell

6.0 SITE INSPECTIOIN OF MATERIAL ASPECTS
(Keeping in view the requirements of contract specifications: BIS marked/CPWD approved products etc.)
(Attach separate sheet, if required)

7.0 SITE INSPECTION OF WORKMANSHIP ASPECTS
(Attach separate sheet, if required).

8. TEST AUDIT OF RA BILL
(Indicate RA Bill No. gross amount, Vr. No. & date)

8.1 Whether Deviation in quantities noticed? If so, state reasons thereof

8.2 Sub-standard item:

(a) Whether notice was issued as specified in contract?

(b) Whether approval in principle was obtained from competent

authority before acceptance of sub-standard work?

8.3 AHR/ALR items:
- (a) Are reasons for deviations satisfactory?
- (b) Sanction of competent authority

8.4 Extra/substituted items:
- (a) Are justification of items proper?
- (b) Sanction of competent authority.

8.5 Part Rates. Whether rates held-back are adequate?

8.6 Comments on secured advance paid with reference to materials lying at site.

8.7 Test Check by AE/EE
- (a) Critical item
- (b) Hidden items
- (c) Extent (whether satisfactory?)

8.8 Any other observation The observation made about quality of material and workmanship relate to only what could be randomly seen at locations specified EE and Supervisory staff shall thoroughly inspect the entire work for such defects as observed as well as for other defects and take suitable remedial measures properly.

ANNEXURE - 8

(Reference Para 54.30)

RESPONSIBILITY FOR QUALITY

		Works Costing	
		Above 30 lakhs	Upto 30 lakhs
A.	MATERIALS		
	(a) Sand, stone, metal & chips, bricks, ord. glass panes	JE & AE	JE
	(b) Timber, paints, polish, door, shutters, windows, door/ window fittings, sanitary and water special glass panes	JE & AE	JE
	(c) Marble, granite, kota stone and similar items	AE & EE	AE
	(d) Cement and Steel	AE & EE	JE & AE
B.	ITEMS OF WORK		
	(a) Foundatiion upto plinth	AE & EE	JE & AE
	(b) Brick masonry/stone masonry	JE & AE	JE
	(c) Centring and shuttering excluding sunshades/shelves	AE & EE	JE & AE
	(d) Reinforcmenet & RCC	AE & EE	JE & AE
	(e) Structural steel work	AE & EE	AE
	(f) Steel work	AE	JE & AE
	(g) Aluminium work	AE & EE	JE & AE
	(h) Wood work/Wood substitutes	AE & EE	JE & AE
	(i) Flooring - CC, mosaic glazed/ceramic tiles	AE & EE	JE & AE
	(j) Flooring & cladding - marble, granite, kota, sandstone etc.	AE & EE	AE
	(k) Plastering, painting & polishing	JE & AE	JE
	(l) Joints in pipes i/c testing, slopes in flooring i/c verandah, balcony, toilets, terrace	AE & EE	JE & AE
	(m) Bitumen painting of roofs	JE & AE	JE
	(n) Water proofing treatment	AE	JE & AE
	(o) Fittings of doors/windows	AE	JE & AE
	(p) False ceiling work	AE & EE	AE
	(q) (i) Storage tanks	AE & EE	JE & AE
	(ii) Sluice valves, fire hydrants	AE	JE & AE
	(iii) CI/Hume pipes & specials and their lead caulked joints	AE & EE	JE & AE
	(r) (i) Manholes i/c covers & frames	JE & AE	JE
	(ii) CI Inspection bends & Chambers	JE & AE	JE
	(s) General quality of work with particular reference to lines & levels/adherence to drawings and specifications & functionality	EE & SE	AE & EE
C.	Other important materials/items	To be decided by tender accepting authority	

ANNEXURE - 9

(Refer in para 54.32)

LIST OF EQUIPMENT FOR CIRCLE LEVEL LABORATORY

1. General
   (a) Balances:
      (i) 7 kg. to 10 kg. capacity, semi self indicating types Accuracy 10 gram.
      (ii) 500 gm capacity, semi self indicating type Accuracy 1 gm.
      (iii) Pan balance 5 kg. capacity accuracy 10 gm.

   (b) Ovens Electrically operated, thermostatically controlled upto 110°C sensitivity 1°C.

   (c) Sieves as per IS 460-1962.
      (i) IS Sieves – 450 mm internal dia of sizes 100 mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan.
      (ii) IS sieves – 200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 80 microns, 75 microns with lid and pan.

   (d) Sieve shaker capable of taking 200 mm and 300 mm lid, sieves electrically operated with timing switch assembly.

   (e) Equipment for slump test-Slump cone, steel plate, tamping rod, steel edge, trowel.

   (f) Providing rings – complete with dial gauge and calibration charts.
      (i) 250 kg. capacity.
      (ii) 2000 kg. capacity.
      (iii) 5 tonnes capacity.

   (g) Dial gauges 25 mm travel – 0.01 mm/Division – 2 nos.

   (h) Load frame 5 tonnes capacity electrically operated with speed control.

   (i) 100 tonnes compression testing machine electrical cum manually operated.

2. Flush door shutter testing Apparatus:
   (i) End Immersion test.
   (ii) Knife test.
   (iii) Glue adhesion test.
3. Terrazo tile testing apparatus:
   Abrasion testing machine with tile cutting machine varnier calliper.
4. Glazed Tile testing apparatus:
   (i) Falling weight type impact testing equipment.
   (ii) Auto clave for crazing test.
5. Aggregate impact test apparatus as per IS 2386 part IV 1963.
6. Los Angeles abrasion apparatus as per IS 2386 part IV 1973.
7. Compression apparatus (Projection) as per IS-2720 part VII 1974.
8. Modified ASHO compaction apparatus as per IS 2720 part III 1974.
9. Sand pouring cylinder with conical funnel and tap complete as per IS 2720 part XXVIII 1974.
10. Sampling tins with lids 100 mm dia x 50 mm height 1/2 kg capacity and miscellaneous items like moisture tins etc.
11. Laboratory CBR test equipment for conducting CBR test as per IS 2720 part XVI 1965 and consisting of following:
    (i) CBR moulds 150 mm dia 175 mm ht, complete with collar base plate etc.
    (ii) Tripod stands for holding dial gauge holder.
    (iii) CBR plunger with settlement dial gauge holder.
    (iv) Surcharge weight 147 mm dia 2.5 kg with central hole.
    (v) Spare dice 148 mm dia 47.7 mm ht with handle.
    (vi) Perforated plate (Brass).
    (vii) Soaking tank for accommodating 5 CBR moulds each.

12. Constant temperature bath for accommodating bitumen test specimen, electrically operated and thermostatically controlled.
13. Gas stove with Gas cylinder or any other alternative arrangement for heating of specimen in laboratory.
14. Penetrometer automatic type adjustable weight arrangement and needles as per IS1203-1953.
15. Soxhlet extraction apparatus complete with extraction thumbles etc.
16. Laboratory concrete mixer about 0.025 cum capacity.
17. Hubbared field easability test apparatus complete.
18. Marshall compaction apparatus as per ASTM 1559-62T complete with electrically operated loading unit compaction pedestal bearing and assembly with dialmicrometer and bracket for flow measurement load transfer bar specimen mould (4 inch dia) with bar plate collars, specimen extraction compaction hammer 4.5kg (10.5 kg) 45 cm (18" pull).
19. Distant reading thermometer.
20. Glassware Graduated Jars, conical flask etc.
21. Enamel trays.
    (i) 600 mm × 450 mm × 500 mm.
    (ii) 450 mm × 300 mm × 40 mm.

CHAPTER VII

SECTION 55

DEPARTMENTALISATION OF ACCOUNTS - AGs INSPECTION AND INTERNAL AUDIT BY CHIEF CONTROLLER OF ACCOUNTS ATTACHED TO MINISTRY (PERTAINING TO CPWD)

Departmentalisation of Accounts

55.1 Under the scheme of Departmentalisation of Accounts, the financial Adviser, for and on behalf of Chief Accounting Authority (Secretary) shall be responsible inter alia for preparation of Annual Appropriation Accounts for the Demands for grants of his Ministry/Department, get it duly audited and submit it to the Controller General of Accounts (Ministry of Finance) duly signed by the Chief Accounting Authority.

55.2 The CGA prepares annual accounts including summary civil Appropriation Accounts showing under the respective heads the annual receipts and disbursements for the purpose of Union Government and submits the same to CAG.

55.3 The Controller and Auditor General of India, submits the Appropriation Accounts duly audited/certified, to the President for laying it before each House of Parliament. The comments on the regularity and propriety etc. of expenditure as are deemed necessary and proper by the Comptroller and Auditor General of India, as a result of the audit observations, are contained in his Audit Report on the Appropriation Accounts.

55.4 The Divisional Officers and higher Officers should furnish the explanations as promptly as possible and ensure that these are concise, accurate and fully informative. The explanations should indicate with sufficient clarity whether a variation or financial irregularity could not have been foreseen.

55.5 While submitting the Appropriation Accounts, the Divisional Officers, should take into consideration the facts that the Public Accounts Committee, while scrutinizing the Accounts, has to satisfy itself that :—

(i) The monies shown in the accounts as having been disbursed were legally available for, and applicable to the services or purpose to which they have been applied or charged;

(ii) The expenditure conforms to the authority which governs it; and

(iii) Every re-appropriation has been made in accordance with the provisions made in this behalf under Rules framed by the Competent Authority.

Chief Accounting Authority

55.6 The responsibility of compiling and keeping the accounts of the transactions rest with the Ministry and department under it.

55.7 The Secretary to the Ministry shall be the Chief Accounting authority for all transactions of the Ministry and its departments and this responsibility is to be discharged by him through and with the assistance of Integrated Financial Adviser of the Ministry, who is to function for and on behalf of the Chief Accounting Authority.

55.8 The functions to be performed by the Integrated Financial Adviser for and on behalf of the Chief Accounting Authority shall be the following in so far as this scheme is concerned:—

(a) He will be responsible for the preparation of the budget of the Ministry and its departments in close coordination with the heads of departments concerned. He will be responsible for distribution of budget allotment among the various wings/departments of the Ministry and for control of expenditure.

(b) He will be responsible for arranging payments to autonomous bodies, corporations, authorities etc.. towards Grants-in-aid, loans etc. as well as

contributions to international bodies, as may be sanctioned by the Ministry.

(c) He will arrange for making payments through the Pay and Accounts Offices (as well as departmental officers to whom cheque drawing powers will be delegated), of pay and allowances, office contingencies, miscellaneous payments, all admissible loans and advances to Government servants and their provident fund claims in accordance with the prescribed financial and treasury procedures.

(d) He will be responsible for consolidation of the accounts (compiled and rendered by the Pay and Accounts Office) for the Ministry as a Whole in accordance with the instructions issued by the Central Government and/or C.A.G. and for rendering of the accounts to such authority as may be prescribed by the Central Government in consultation with the C.A.G.

(e) He shall also be responsible on behalf of the Secretary for the preparation of Appropriation accounts for the grants controlled by the Ministry. These accounts will be got duly audited/certified by the Director of Audit Economic & Service Ministries, and submitted to Controller General of Accounts (Ministry of Finance) duly signed by the Chief Accounting Authority viz. the Secretary. The material needed for the preparation of Finance Accounts will also be furnished by him to the Controller General of Accounts.

(f) He will be responsible for organising a sound system of internal audit to ensure accuracy in accounting and efficiency of operation as part of the management.

(g) He will be responsible for introduction of an efficient system of management accounting best suited to the functional requirements of the Ministry and its departments.

Accounts formation of Central PWD

55.9 The Accounts Formation concerning CPWD is under the control of Chief Controller of Accounts. This formation has been divided into a number of Pay and Accounts Officers, corresponding to different Zones in CPWD, Each Zonal P. & A.O. shall render compiled accounts in respect of its zone.

Procedure regarding Accounts in respect of Divisional Offices

55.10 The Divisional Offices shall render compiled accounts to the Zonal Pay and Accounts Office, in whose jurisdiction they fall. These accounts shall be incorporated in the accounts compiled by Zonal Pay and Accounts Officer.

Post Check by Accounts Officers

55.11 On receipt of the monthly compiled accounts from the Divisional Officers, post check of accounts and items will be carried out in respective Zonal Accounts Offices.

Compilation of Accounts

55.12 On the basis of the list of payment/compiled accounts received from various Drawing and Disbursing Officers (enjoying cheque powers) Executive Engineers and the transactions occurring in the Zonal Pay and Accounts Office, the Zonal Pay and Accounts Officer will compile a consolidated monthly account in respect of the zone as a whole and render it to the Pr. & A. O. under Chief Controller of Accounts on dates as prescribed. The account will be prepared, according to major, minor and detailed heads of account, as well as according to budgetary units of appropriation for facilitating the compilation of Appropriation Accounts.

Final Consolidation and Submission of Accounts

55.13 The Chief Controller of Accounts, Ministry of Urban Development will be responsible for the final consolidation of accounts for the entire Ministry and for overall coordination and control.

55.14 The annual appropriation account will also be compiled by the principal accounts office and submitted to the Secretary through I.F.A. The appropriation accounts signed by the Secretary will be submitted to the Comptroller and Auditor General of India for audit certification.

CPWD Organisation

55.15 While in the case of the PAO, CPWD (DGW) and the payments made by the Zonal PAOs themselves, the compilation of the payments made should be done simultaneously, in the case of Divisional Officers the compiled accounts in respect of the Particular division should be sent by them so as to reach the Zonal PAO by 4th of the month following. While, also conducting the post check, the consolidation of accounts in respect of the particular Zone will be completed by the 7th of the succeeding month and sent to the Principal Accounts Office.

AG/Director of Audit Inspection

55.16 The Director of Audit/Accountant General, under whose jurisdiction a Division or Sub-Division is located, Checks the monthly accounts. He arranges for the Test Audit and local inspection of the initial accounts of the Divisional and Sub-Divisional Offices in order to verify the accuracy of the figures with reference to the original records and ensure proper up keep of the registers and records on the basis of which the accounts have been prepared and submitted to the Zonal PAO.

The Director of Audit, CW & M conducts local inspection of Divisions rendering accounts to Pay and Accounts Offices.

Central Audit

55.17 The monthly check of Divisional Monthly Accounts received in AG's Office is known as 'Central Audit'. The deficiencies found in the upkeep of the accounts are intimated to the Divisional Offices through Audit Notes. These contain all objections of a trivial nature and miscellaneous observations and enquiries etc. on minor matters, which the Executive Engineer is competent to deal with finally and which are not important enough to be brought to the notice of the higher authorities.

Inspection

55.18 The audit conducted during the inspection of a Divisional or Sub-Divisional Office is known as "Local Audit". Each Division and/or any of its Sub-Divisions is inspected once a year. The duration of such inspection of a Division by Audit is based on the works-load factor.

55.19 The following revised norms are being followed for local audit of Public Works Divisions by inspection Parties, with effect from the Revised Estimates, 1982-83 and Budget Estimates, 1983-84.

Nature of Divisions/Offices	Working Party days
1	2
1. Survey, Investigation, Design, Research and Quality Control Divisions	5 days
2. Maintenance Public Works Division	6 days
3. Construction Division with Expenditure	
(i) Upto Rs.80 lacs	8 days
(ii) Above Rs.80 lacs & upto Rs.1.20 crores	10 days
(iii) Above Rs.1.20 crores & upto Rs.2crores	12 days

(iv)Above Rs.2 crores & upto Rs.2.50 crores	14 days
(v) Above Rs.2.50 crores & upto Rs.3 crores	15 days
(vi)Above Rs.3 crores	16 days
4. Chief Engineer's Offices	5 days
5. Superintending Engineers/Executivve Engineer (P)	3 days

6. In case of Maintenance-cum-Construction Divisions the norms prescribed for construction Division will apply.

55.20 The AG/DACW & M sends intimation in advance about, the specific dates on which the inspection would commence to the concerned Division. On receipt of such intimation, the Executive Engineer should arrange to keep all the relevant records and documents ready for the Inspection Party. Important documents like Service Books, Contract Agreements etc. should be produced only after obtaining the written requisition and acknowledgement from the Inspecting Officer. A list of various records usually examined during the local audit is given at Appendix 47.

55.21 The Inspecting Officer is authorised to inspect any books and other relevant documents relating to transactions to which his duties in respect of the audit extend. It is, therefore, the responsibility of the Executive Engineer to produce to the Audit Officer all the initial accounts and other records promptly. Where some of the records cannot be produced owing to certain unavoidable circumstances, the Executive Engineer should satisfy himself with the reasons of their non-production. He should make special efforts to produce those records which were not produced to the Audit at the time of previous inspections. In case the Executive engineer is unable to produce some of the records, he should bring the fact to the notice of higher authorities for orders.

Inspection Reports

55.22 The results of the Local Audit are communicated through Inspection Report, which is drawn in three parts as below:—

Part I — It includes :—

(a) Introduction.

(b) Outstanding objections from previous reports. (in this part, all old outstanding objections are reproduced in full, every alternate year along with uptodate position. This is done to bring the outstanding paras, pointedly to the notice of all concerned far facility of watch and expeditious disposal).

The old outstanding objections are to be replied separately through the respective old inspection reports, which should not be treated as closed till all the objections are settled.

(c) Schedule of persistent irregularities.

Part II — Contains two sections "A" & "B" section "A" includes all important irregularities i.e. irregularities involving recoveries, questions of violation of principles, losses, etc. Section "B" contains irregularities, though not major, which the Audit wants to bring to the notice of higher authorities.

Part III — is a Test Audit Note containing minor irregularities to which a schedule is attached to show the items settled on the spot. The procedural irregularities in respect of which the Divisional Officer has given assurances for following the correct procedure in future are also noted in this Schedule.

(Although the Test Audit Note has been termed as Part III of the Inspection Report, the Test Audit Note objections are not included in the Inspection Report).

Removal of Objections

55.23 Once a transaction has been challenged by the Audit and entered in one or the other documents referred to in para 4.5.1 of the CPWA Code, the responsibility for having the objection removed and their prompt settlement will primarily devolve upon the Divisional Officer. An audit objection is usually removed by obtaining the requisite sanction, by making the necessary recovery, by correcting or completing the relevant account or voucher, or by furnishing the necessary documents of information, or by otherwise securing compliance with the provisions of a specified Rule.

55.24 Audit Inspection Reports should be promptly dealt with by the Divisional Officers at the initial stage so that the contingency of reporting of any point or para to Public Accounts Committee does not arise due to the neglect or delay in reply. The following procedure is suggested for disposal of the Inspection Reports.

Procedure in Divisional Office

55.25 The Inspecting Officer issues rough Audit Notes to the Division for verification of the factual accuracy of the objections taken by him during the course of inspection. These rough audit notes should not be dealt with in a casual manner. These should receive prompt attention and the replies thereto should be based on the personal knowledge of the Executive Engineer. Where necessary the explanation/reply of a subordinate should be passed on with the remarks after checking its correctness. Where the objection can be got settled by obtaining the requisite sanction, by making necessary recovery, by correcting or completing the relevant account or voucher, by furnishing the required documents or information or by otherwise securing compliance with provisions of a specific Rule, the Executive Engineer should endeavour to get these settled before the Inspecting Party leaves his Division.

Discussions with Inspecting Officer

55.26 The draft inspection report is discussed with the Executive Engineer by the Inspecting Officer before submitting the same to the AG/DACW&M to explain his viewpoint especially in the case of objection contained in part II of the Report. The Executive Engineer should avail of this opportunity and should record his remarks against each para in specific and unambiguous terms thereby either accepting or refuting the factual accuracy of the objections/points raised by the Audit. This would help the Audit to appreciate the Department's point of view and may eventually be helpful in settling most of the objections in the initial stage itself. The remarks like 'Seen' "would be looked into" etc. should not be used, as these defeat the very purpose of a discussion.

55.27 During the inspection, if certain important financial irregularities are noticed which prima facie would be considered in the Audit Office for being developed to the stage of draft para for the Audit Report, the same should be taken up immediately by the Executive Engineer for thorough examination. A chronological history of such cases should be recorded in a separate register and the connected documents/reports should be collected and kept in the personal custody of the Executive Engineer, so that such important cases are not lost sight of and effective and prompt action is taken from time to time. At the time of his transfer, the Executive Engineer should mention the uptodate position of all such cases in his charge report.

Settlement of Outstanding Objections

55.28 In the intimation memo about the inspection, Inspecting Officer mentions that the Executive Engineer should keep ready the replies to the outstanding paras in the pending Inspection Reports along with the relevant records for personal discussion with the Inspecting Officer for settlement of as many objections as possible. The old Inspection Reports should be discussed with the Inspecting Officer personally and results of such discussions should be recorded. This should not be left to the Accountant or other subordinates, as it would retard the chances of effecting settlement of the old outstanding objections. The objective should be to settle as many cases as possible.

55.29 The Executive Engineer should take up the discussions relating to the items brought by the Inspecting Officer from the very start of the inspection. It is not advisable to postpone it to the fag end of the inspection, because very little time is left for holding any constructive effective and useful discussions and achieving the desired results of settling the objections on the spot. The records required for production to Inspection Party in connection with the old paras should be collected in advance and kept ready duly referenced and flagged. This will save a lot of time and irritation to the Audit Party.

Control Register

55.30 A Control Register should be maintained in the Divisional Office in the form given at Appendix 48, so as to keep watch on the disposal of the Inspection Reports. The following instructions should be followed :—

(i) A separate page should be set apart for noting down the position of each Inspection Report.

(ii) The Register should be closed every month with the abstract as shown in Appendix 49.

(iii) The Register should be reviewed by the Executive Engineer every month. While submitting the Register the Accountant should record a certificate that reminders wherever due have been issued to the Assistant Engineer/Superintending Engineer/Chief Engineer.

(iv) Following procedure should be followed with regard to indicating and calculating the number of paras/sub-paras of the inspection reports in Register :—

  (a) The number of sub-paras in each para should be shown against the serial number of paras of the Report. A para having sub-para should be treated as one sub-para. Thus, it should show the number of items which require action.

  (b) Any sub-para, dropped subsequently should be distinctly exhibited and the balance of their totals worked out.

  (c) An abstract showing the position of sub-paras outstanding from time to time should be kept in the files of inspection reports as well.

(v) The position of the sub-para outstanding from time to time as worked out in the Divisional Office Control Register should be reconciled with a similar Control Register maintained in the Audit Office. The items or objections recommended by the Inspecting Officer to the AG/DACW&M for being dropped should not be mistaken by the Divisional Officer as actually dropped. These continue to be outstanding in the Audit Office Control Register till the recommendations of the Inspecting Officer are accepted. The actual position of the outstanding paras should be watched by the Executive Engineer from subsequent rejoinders received from the Accountant General/Director Audit Commerce Works and Miscellaneous.

(vi) The disposal of Audit Notes and Test Audit Notes should be watched through a Progress Register, which should be maintained in the same manner as laid down for the Control Register.

Time Limit for Disposal

55.31 The Audit Notes/Test Audit Notes are dealt with directly in the Divisional Office and should be returned to the Audit Office within a month from the date of their receipt. Similar time limit should be observed for Audit Notes received from P.A.Os.

55.32 The Inspection Report (with one spare copy) is received from the Audit Office for reply and return (except first reply) through the Superintending Engineer. The replies to the original Inspection Report should reach the Audit Office within 8 weeks and to the subsequent rejoinders within 4 weeks from the date of their receipt in the Divisional Office.

Procedure in Circle Office

55.33 The Audit Offices sends an advance copy of the Inspection Report to the Superintending Engineer, with specific mention of important items concerning serious irregularities and lapses, requiring special attention and prompt action. The Superintending Engineer should take necessary steps to obtain the final settlement of the items, Where required, he should himself take up the items of the report with the higher authorities. He should keep the AG/DACW&M fully informed in respect of cases regarding which reports have been sent to Chief Engineer/DG(W)/Ministry. While transmitting replies to the Audit on the original Inspection Reports as well as Rejoinders, the Superintending Engineer should examine the explanation offered against each para by the Executive Engineer and express his independent opinion. Where the para envisages completion of the Divisional/Sub-Divisional records and submission of certain documents/records to the Audit, the Superintending Engineer should ensure that the needful is done by the Executive Engineer with the least possible delay.

Guidelines for Internal Audit of the Departmental Accounts Organisations issued by Controller General of Accounts

55.34 The scheme of departmentalisation of Union Government accounts provides for setting up of an efficient internal audit organisation to ensure both accuracy in accounts and efficiency in the operation of the accounts set up. Accordingly, internal audit organisations have been set up in most of the Ministries/Departments. The scope and function of the Internal audit organisation will depend on the nature of work, the number of subordinate offices, the strength of the establishment, nature and quantum of expenditure etc. Each Ministry/Department will, therefore, draw up a Manual of Internal Audit, specifying the duties and functions of the organisation with particular reference to the conditions prevailing the Ministry/Department. The guideline contained in the ensuing paragraphs will regulate the working of these organisations, but these are of a very broad nature and have to be supplemented by detailed instructions to be issued by each Ministry/Department.

Scope of Internal Audit

55.35 The Internal Audit Organisation will work under the Chief Accounting Authority or Financial Adviser of the Ministry/Department concerned. The Principal Accounts Office, the Pay and Accounts Office as well as the office of the D.D.O's in a Ministry/Department shall be within the jurisdiction of internal audit. This organisation shall also check initial accounts maintained in the executive offices with a view to ascertaining as to how far they are following the rules and regulations, systems and procedures regarding accounting the financial matters. The Internal Audit should, inter alia cover checking of all accounts records including those relating to fund accounts, loans and advances and records of physical verification of stores, equipments, tools and plants.

Duties of Internal audit

55.36 The duties of the internal audit organisation will inter-alia include the following:—

(i) Study of accounting procedure prescribed for the department with a view to ensuring that they are correct, adequate and free from any defects or lacunae;

(ii) Watch over the implementation of the prescribed procedure and the orders issued from time to time;

(iii) Security and check of payments and accounting work of the accounting units;

(iv) Investigation of important arrears in accounting and other connected records;

(v) Coordination with other Ministries and C.G.A. regarding internal audit procedures;

(vi) Periodical review of all accounts records;
(vii) Pursuance/settlement of objections taken in test audit notes issued by statutory audit offices and other matter relating to statutory audit;
(viii) To examine and report on points or irregularities brought to its notice by the Principal Accounts Officer/P.A.O's.

Procedure for conducting Internal Audit

55.37 The work relating to internal audit should normally be conducted by locally inspecting various units and offices and by 'on the spot' verification of accounts records. The work of the local inspection parties may be coordinated by a headquarter cell, depending upon the nature, number and size of the internal audit parties.

Quantum of Audit

55.38 An internal audit party should conduct a general review of all the accounts records maintained by an office since the last inspection or in case of new units, since the formation of the office. Apart from the general review, it should also conduct a detail check of accounts records of one month in a year to be selected by the Controller/Deputy Controller in-charge of internal audit. The percentage of bills/vouchers/cases etc. other than those pertaining to the accounts records of the selected month to be checked in detail by internal audit as part of the general review of the accounts of an office, will be left to the discretion of the head of the internal audit unit. The extent and nature of checks will include the following:—

(a) Detailed scrutiny of accounts records required to be maintained in the Offices of D.D.O's;
(b) Verification of payment and accounting procedures in the departmentalised system of accounts including procedures to be followed by cheque drawing DDOs, to see in particular that the scope and extent of pre check and post check by PAO's are adequate and that the procedures for maintenance of provident fund accounts, finalisation of pensions cases etc. are being duly observed;
(c) Verification of the extent and frequency of control and checks exercised by the head of office, in order to locate any lacunae in procedures whereby frauds or defalcations may be possible either individually or in collusion. Where necessary, steps to remove such lacunae will be suggested;
(d) Scrutiny of sanctioning and purchase procedures in the office inspected, so as to ensure that they are free from any defect or lacunae;
(e) Checking of procedures in regard to disposal of assets to ensure that there exit adequate scrapping/condemning procedures;
(f) Scrutiny of general office management procedure adopted by the heads of offices locally where these have financial and accounting implications so as to suggest tightening up administrative and financial control savings in expenditure of streamlining of account.

Nature of Checks to be exercised

55.39 Internal audit parties will inter-alia exercise the following checks during inspection of accounts records of various offices.

Cheque drawing (i.e. Divisional Officers), non-cheque drawing [i.e. SE's/CE's/DG(W)'s etc. DDOs.]

(a) All accounts records required to be maintained, are maintained in the prescribed forms;
(b) Payments made by the cheque drawing DDOs are in accordance with the rules and orders governing them, their arithmetical calculations are correct and the recoveries/deductions made from bills are in order; the list of payments accompanied by paid vouchers are sent every week by them as per instructions to the concerned PAO by the prescribed dates;

(c) The instructions for the maintenance of cash books, contingent register, stock and stores accounts, log books and other accounts records are duly observed;
(d) 'Account Payee' cheques (in favour of government servants and third parties, being payable only to the concerned payees) issued by PAO's after pre check of relevant bills, to DDOs are not being entered in the cash book maintained by them and that the delivery and acknowledgement of such cheques is being watched through a separate register required to be maintained for the purpose;
(e) Pay fixations are correct;
(f) The weekly accounts of receipts with duplicate copies of challans are being sent to the concerned PAO's;
(g) Purchases are made as per rules and orders governing them where lowest quotations are not accepted, the reasons therefore are recorded;
(h) All sub-vouchers pertaining to contingent charges not sent to the PAO along with contingent bills are available in office, or otherwise in order and have been properly cancelled;
(i) GPF/CPF accounts of Group "D" employees are maintained properly;
(j) The instructions for processing submission of pension cases to the concerned PAO are observed.

Checking of Receipts

55.40 While the Departmental authorities are primarily responsible to see that all revenue or other debts due to Government, are correctly and properly assessed, realised and credited to Government account, it would be necessary for Internal Audit to see that adequate regulations and procedures have been prescribed in a Department to secure an effective check on collection and accounting of all revenue receipts and funds and that such regulations and procedures are being followed correctly. It would also be necessary to ascertain the nature of checks exercised by the Departmental authorities to ensure prompt detection and investigation to irregularities, leakage or loss of revenue due to double refunds, refunds with reference to fraudulent and forged vouchers/challans or other types of commissions in the process of levy/collection of taxes in ordering refunds.

55.41 In the Internal Audit of revenue receipts, the Internal Audit Party should *interalia* ensure following by such test checks as may be considered necessary:—

(a) That the demands are realised promptly in the manner required by the Law or Act of Parliament and that no amount due to Government is left outstanding in its book without sufficient reasons;
(b) That the collection and refunds are accounted for regularly and properly under the appropriate heads of accounts and that no sums are credited to Government by debit to a suspense head; Credit must follow and not precede realisation;
(c) That proper safeguards exist to ensure that there is no willful omission or negligence to levy or collect taxes or to arrange for refunds wherever due;
(d) That double refunds fraudulent or forged refund orders or other losses of revenue through fraud, default or mistake are promptly brought to light and investigated; and
(e) That all revenue receipts collected by departmental officers are promptly remitted to the bank or the PAO, as the case may be and that the receipts as per their records are reconciled with those booked in Government accounts on the basis of receipted challans, in accordance with the prescribed procedure.

Programme for Internal Inspection

55.42 The programme for internal inspection for each of the parties will be chalked out by the internal audit organisation and got approved by the Controller/Deputy Controller in-charge of the internal audit. Timely intimation of the proposed visit of the inspection

party will be sent to all the officers concerned. A copy of the programme will also be forwarded to the PAO concerned.

Records documents to be made available to the Internal Audit Parties

55.43 The head of the office to be inspected will be advised of the dates of inspection well in advance. A list of records to be examined during internal audit shall also be prepared and sent to him along with the notice of inspection so that these are kept ready by him before the arrival of the party.

55.44 The account records maintained by the Offices visited will be made available promptly to the internal audit parties.

Note 1: The payments made by a cheque drawing DDO during the selected month(s) will be verified by the internal audit party with reference to the counterfoils of cheques, copies of the bank scrolls,pay bill register or office copies of the paid vouchers available with the DDO. It will, therefore, not be necessary for the party to obtain original paid vouchers etc. from the PAO. However, in the case of payments of long term loans/advances etc. for which the bills are presented by him to the PAO for pre check and payment. The internal audit party shall obtain from the PAO, a list of all such payments made by him during month(s) selected for audit for the purpose of checking that the cheques/bank drafts marked 'accounts payee' had been made over to the correct payees and their acknowledgements obtained and that the cheques/bank drafts issued in favour of the cheque drawing DDO for arranging payment in cash had been entered in the cash book maintained by him.

During the internal inspection of the office of drawing and disbursing officers concerned, internal check parties shall, verify by referring to the vouchers etc. through which the short term advances were drawn that payment entries are made properly in the Pay Bill Register and that recoveries are being effected regularly from the Government servant concerned and check the correctness of the entries relating to 'transfers in' and 'transfers out' cases.

Note 2: In the case of DDO's without cheque drawing powers, the original paid vouchers for the month(s) selected for local audit would be required by the internal audit parties.

These should, therefore, be obtained by them from the PAOs. However, the lists of payments and cheques issued by the PAO/cheque drawing D.D.Os, in the case of payments for such D.D.Os, will not be required by internal audit parties and these need not be called for from the PAOs.

Note 3: The list of payments and paid vouchers will be furnished by the PAO to the parties promptly on receipt of necessary requisitions. A list showing particulars of discrepancies, defects or other irregularities, if any, noticed during the course of scrutiny of bank scrolls with reference to the related paid vouchers and cheques, remaining unsettled or any other important point requiring investigation may also be furnished by the PAOs to the internal audit parties for 'on the spot' examination and report.

Note 4: In case of Divisional Officers working on the public works system, the paid vouchers and other original records pertaining to the month(s) selected for audit shall similarly be sent by the PAO to the internal audit party. A record of paid vouchers furnished to/received back from internal audit will be maintained by the PAO in a register in the form in the Annexure 1. The register will be reviewed monthly and necessary action taken where the paid vouchers have not been received back. It will be the Inspecting Officer's responsibility to return the vouchers immediately after internal audit of the concerned office is completed.

Note 5: The above instructions will also be followed mutatis mutandis in the case of audit of DDO's Officers to be conducted by statutory audit parties.

Frequency of Internal Audit

55.45 The frequency of internal audit will obviously depend upon the strength sanctioned for internal audit organisation and the number of units to be inspected in a year. However, all efforts should be made to see that the inspection of all the offices within the jurisdiction of an internal audit organisation is done at-least once a year. The periodicity may be increased or decreased depending upon the nature of transactions, amount of expenditure incurred, state of arrears and the general health of account of a unit etc.

Drafting and Procedure for Submission of Inspection Reports

55.46 The inspection report should be recorded in polite language. Offensive or strong words, sarcastic language etc., should on no account figure in the report. No suppositions, assumptions or allegations should be included in the report. Only facts should be mentioned and inevitable conclusions drawn. There should be no reference to responsibility being fixed for any irregularity; it is for the administrative authorities to take action in the matter. The inspection report should be in two parts, Part I-Containing outstanding objections from the previous inspection and Part II-Irregularities noticed during the current audit/inspection.

55.47 Routine errors of omission or commissions noticed during the course of inspection may be got rectified on the spot. Inspection reports should invariably be discussed with the heads of offices inspected and their comments, if any, suitably incorporated in the reports. Inspection reports should be issued after being vetted at the headquarters. One copy of the inspection report will be issued to the head of office inspected and one copy will be sent to the Principal Account Officer i.e. Chief Controller/Controller of Accounts. Important points should also be brought to the notice of FA/CCA by the head of Internal Audit Organisation. The progress of settlement of the points raised in the report should be watched by the Controller of Accounts/Dy. Controller of Accounts in charge of Internal Audit Organisation and all points outstanding should be reviewed at the time of the next inspection by the internal audit party.

Pursuance of Test Audit Notes issued by Statutory Audit

55.48 In order to keep a watch over the settlement of audit objections included in the Test Audit Notes issued by Statutory Audit Offices, the Internal Audit Organisation will maintain a register in the form in Annexure 2 setting apart separate folios for each D.D.O. The progress made towards the settlement of outstanding objections should be reviewed quarterly and appropriate action taken to ensure their speedy settlement. The compliance with the objections reported to have been made by D.D.Os, should be verified during next internal audit of the concerned office. The register will be produced to Statutory Audit Parties whenever asked for, for verification of settlement of the objections raised.

CHAPTER VIII

SECTION 56

PUBLIC ACCOUNTS COMMITTEE

Constitution of Public Accounts Committee

56.1 The Public Accounts Committee is really a miniature Parliament/Legislature. It consists ordinarily of the representatives of different political parties of the Parliament/Legislature but the fundamental difference between the main Parliament/Legislature and this Committee is that while the former functions on party lines, the Public Accounts Committee functions strictly on non party lines. The reason for this is that this Committee is not concerned with the policies of the Government but with the executive functions of Government. The Committee is primarily a committee of Lok Sabha, with which some members of the Rajya Sabha are also associated. The term of office of Members of the Committee does not exceed one year.

Scope of Functions

56.2 The functions of the Public Accounts Committee will be laid down by the Parliament/Legislature. The rules of business provide that the main function of the Committee is to consider the matters that are commented upon in the Audit Report by the Comptroller and Auditor General.

56.3 The function of the Public Accounts Committee is to discharge the responsibility of exercising vigilance over the financial working of the Government. The functions of the Public Accounts Committee are limited firstly to see that proper sanction of Parliament/Legislature has been obtained for expenditure to be incurred, that it has been presented in proper form so as to enable the Parliament/Legislature to understand the implication of the expenditure, that at the end of the year the appropriations have been asked upon in the proper way and that if there are savings and excesses these are adequately explained.

56.4 The Public Accounts Committee would see that the Administration has functioned with due wisdom, faithfulness and economy. For this purpose, it is necessary for the Public Accounts Committee to have the material to show exactly that these duties of the Government have been performed and the Audit Department supplies the Committee with the materials in the form of Audit Reports.

56.5 In scrutinising the Appropriation Accounts and the Audit Report thereon, the Committee has to satisfy itself that:—

(a) The moneys shown in the accounts as having been disbursed were legally available for and applicable to the service or purpose to which they have been applied or charged;

(b) The expenditure confirms to the authority which governs it; and

(c) Every re-appropriation has been made in accordance with the provisions made in this behalf under the rules framed by the competent authority.

56.6 The Public Accounts Committee, before taking up consideration of the current year's Report, go over the past recommendations in which the Government has not taken action considered appropriate by the Committee. If in a particular case, an item appears year after year and the Department has not been giving satisfactory explanation, the Committee may appoint a small Sub-Committee who might ask the Government to submit all the relevant papers so as to enable the Committee to arrive at proper conclusion.

56.7 If the Government direct or want a certain department to adopt a certain procedure and the officer does not comply with it, the Committee will bring to the notice of the Government through its report that the officer does not appear to have followed the procedure and the Government should make necessary investigation and take such disciplinary action as is considered necessary. In such cases of an item which is placed before the Public Accounts Committee and is under investigation by the Police

Department or is receiving attention of the Court of Law, the Public Accounts Committee will await the result of the Police investigation or judgement of the Court.

56.8 It is the function of the Public Accounts Committee to ensure that the guilty, negligent, corrupt and inefficient Government servant does not escape punishment. The committee is not, however, concerned with the individual but with the system. The individual is employed by Government and the Public Accounts Committee cannot substitute itself for Government in the matter of punishment. But the Committee is certainly entitled to know what action has been taken on its recommendations.

Role of Comptroller and Auditor General

56.9 The role of Comptroller and Auditor General or his representative before the Public Accounts Committee and before the Executive is to explain the position fully, to give all aspects of the case, to point out whether a failure, if any, has occurred. It is then for the Public Accounts Committee to have an objective examination of the various points of view submitted by the Executive and by the Audit and come to a conclusion. The Comptroller and Auditor General does not influence the Committee in coming to those findings and it is quite possible that he may even hold somewhat different views on particular matter. But the Comptroller and Auditor General has still a role to play in the matter of drafting the report of the Public Accounts Committee because he is to assist the Committee in seeing that all the relevant facts have been brought out in the report.

Draft Audit Para

56.10 The Draft Audit Paras intended for inclusion in the Audit Report of a particular year to be taken and reviewed by the Public Accounts Committee in the end, are first taken up by the Head of Audit Office demi-officially with the Secretary of the concerned Ministry for communicating Ministry's comments/acceptance, if any of the facts stated in the draft paragraph. The copies of such paras along with 'key' statements are simultaneously endorsed to the Head of Department concerned.

56.11 The comments/acceptance of the Ministry are required to be intimated to Audit as expeditiously as possible and invariably within a period not exceeding six weeks. If no reply is sent within this prescribed period of six weeks, the paragraph as prepared by Audit is treated as final and included in the Audit Report.

Action required to be taken in Zonal/Circle/Divisional Offices

56.12 Reports pertaining to existing or likely audit objections and draft audit paragraphs are required to be shown to the Director General (Works)/Chief Engineer in 'DAK' as per departmental instructions.

56.13 As soon as draft para is received in the Chief Engineer's Office, a copy of the same should be endorsed to the Superintending Engineer/Executive Engineer concerned. The Superintending Engineer/Executive Engineer should communicate acceptance or otherwise of the facts and offer comments, if any, within a period not exceeding two weeks. The Superintending Engineer should also take immediate steps to prepare a chronological history of the case and collect the relevant records so as to make them instantly available to the higher authorities for perusal and verification. Where such collection of record is not considered feasible, the Superintending Engineer should keep a careful watch on the movement of such records. The custody of the record and movements of these records is required to be arranged till the Draft para is finally dropped or discussed in the Public Accounts Committee. In the event of the transfer of the Superintending Engineer/Executive Engineer, the list of such paras, with their chronological history and records connected therewith, should be passed on to the successor and a mention of this should be made in the handing over notes.

56.14.1 To ensure expeditious disposal of the draft audit paras within the prescribed period of six weeks, a suitable register should be maintained in the Chief Engineers/Circle and Divisional Offices.

56.14.2 In so far as the Central PWD is concerned, the recording of a certificate by the respective Chief Engineer to the effect that he has personally verified the explanations and facts mentioned in the Audit Para, would meet the purpose.

56.15 The need on the part of all officers and staff dealing with audit objections and audit paragraphs to make sure that all statements made to Audit are factually correct cannot be over emphasised. All concerned should ensure that all facts and figures are carefully checked and verified before replies are sent to Audit, P.A.C., etc.

56.16 The general convention is that the officer who submits a case is responsible for ensuring that the facts pertaining to the case are correct, whilst the officer within whose competence the decision falls must accept responsibility for the decision once he concurs in the proposals. This does not, however, mean that the officer who takes the decision or in the case where a statement of facts is made in response to Audit objection or Audit paras, the Officer who signs a communication, can be deemed to have no responsibility at all for seeing that the facts as stated or the reasons adduced are prima facie reasonable and correct.

56.17 It is enjoined on all the officers of the Central PWD to ensure that all relevant files required for reference by Audit are made available to them with promptitude and expeditiously. Following instructions in this respect should be observed—

(i) A subordinate authority shall afford all reasonable facilities to the Audit Officer/Accounts Officer, for the discharge of his function and furnish fullest possible information required by him for the preparation of any official account or report.

(ii) A subordinate authority shall not withhold any information, books or other documents required by the Audit Officer/Accounts Officer.

(iii) If the information, books or other documents or part thereof, are of a secret nature, these should be sent by name to the Audit Officer/Accounts Officer and he will deal with them in accordance with the standing instructions for handling and custody of such documents.

Production of Documents to Audit

56.18.1 Files required by Audit Officers should be readily made available to them without any apprehension that objections may be taken in audit merely based on contradictions in the views expressed in note by subordinate officials and higher authorities. If the contents of the file or any parts of it are 'Secret' or 'top Secret' the file may be sent personally to the Accountant General or the head of the Audit Office specifying this fact, who will then deal with it in accordance with the standing instructions for the handling and custody of such documents.

56.18.2 If any Officer fails to produce the records etc. required by the Audit Department, disciplinary action may be taken against him.

Audit Report

56.19 If replies to draft paras are considered satisfactory these are dropped. If these are not considered satisfactory and need further probe, these are included in the Audit Report. The Administrative authorities should undertake a thorough scrutiny of the Audit Reports immediately on their receipt both in regard to verification of facts and figures mentioned therein and for initiating prompt action on the various points brought out in the reports. Whenever irregularities are mentioned in the Audit Report, action to rectify them should be taken in advance of their consideration by the Committee, so that the Committee are informed of the final position and not merely told that the matter would be looked into.

56.20 In case, any discrepancy is noticed in the facts and figures mentioned in the Audit Reports, the same should be reported to the concerned Audit Officer immediately and should not be held up for being discussed in the PAC meeting. It should also be ensured prior to appearing before the PAC that the discrepancies pointed out to Audit have been duly taken notice of by the Audit, so that a complete picture is available to the committee as regards facts.

56.21 The replies to the Committee's recommendations should be explicit and self-contained. In particular where remedial measures are called for, the details of action taken should be specifically spelt out. These should, in no case, be replied as 'Noted'.

56.22 The following procedure should be ensured while furnishing replies to the Committee's recommendations:—

(i) The replies should be furnished (with 40 copies) duly vetted by Audit and signed by the Secretary/Additional Secretary/Joint Secretary concerned.

(ii) The replies to recommendations/observations should be framed with reference to the summary of recommendations as appear in the body of the Report showing the Summary of main conclusions/recommendations.

56.23 It is essential to furnish the Committee, complete and correct information duly vetted by the Audit to enable them to come to correct conclusions.

Time Limit for Disposal of Audit Reports

56.24 A well thought out plan should be drawn for processing recommendations of the Committee as soon as a report is presented to the House. It should be possible to draft the replies on recommendations/observations within six months from the date the relevant PAC Report is presented to LoK Sabha. Replies be got vetted by the Audit within the next two months so that the final replies duly vetted could be sent to the Committee not later than six months of the date of presentation of the report to the Lok Sabha.

56.25 Timely submission of Action Taken Notes on recommendations in the Reports of the Public Accounts Committee.

In order that Financial Advisers are able to discharge effectively their responsibility as 'focal point' to monitor timely submission of Action taken note on the recommendations of P.A.C., the following drill may be adopted by them with such modifications as may be considered necessary in individual cases:—

(a) As soon as a report is received it should be gone through to spot out the recommendations marked jointly to one or more Ministries/Department. If there is any such recommendation, it should be determined by mutual consultation whether each Ministry/Department should submit Action Taken Notes separately or one single Action Taken Note should suffice and if so which Ministry/Department would be responsible for the same. Such decisions should be taken at sufficiently high level (Note below the level of Joint Secretary in any case).

(b) Every endeavour should be made to finalise the Action Taken Notes within 4 months of the date of presentation of the Report to the Lok Sabha.

(c) In respect of the recommendations on which Action Taken Notes are not finalised within 4 months, the Financial Adviser should submit a Report to the Secretary to his Ministry/Department so that the highest level is kept informed of the position.

(d) During the 5th month, the Financial Adviser should convene inter/intradepartmental meeting of the concerned officers at such level as may be deemed necessary to ascertain the reasons for delay in finalising the Action Taken Notes, to remove the possible bottlenecks to cut short delays in prolonged correspondence.

(e) If at the close of the fifth month of the presentation of the Report it is anticipated that submission of Final 'Action Taken Note' will not be possible within the remaining one month, the Ministry/Department shall be advised by the Financial Adviser to seek extension of time from the Lok Sabha Secretariat.

(f) All communications addressed to Lok Sabha Sectt. regarding Action Taken Notes (Forwarding copies thereof and/or seeking extension of time) will be endorsed to the Ministry of Finance, Department of Expenditure (Monitoring Cell).

(g) As regards the Action taken notes pending with the Audit for vetting, the Government is required to furnish action taken notes duly vetted by Audit within a period of six months unless the committee fixes another specific

time limit for furnishing the replies. It will become incumbent on the Ministry/Department concerned to seek any extension for furnishing vetted replies as may be required thereafter and for whatever reasons.

56.26 Notwithstanding the normal limit of six months indicated above, in such of those cases, where the Committee desire to have a reply within a specific time limit, every endeavour should be made to ensure that replies duly vetted by Audit are furnished within that time limit.

Presenting the case before the P.A.C.

56.27 It has always been the practice that the Secretary to the Government in the Department concerned invariably represent the Government in the meetings of the PAC Generally speaking, the Secretary to the Government is not responsible for executive functions and accordingly he is able to take a more objective and detached view of the transactions that the Head of the Department is able to take. Head of the Department i.e. Director General (Works) and the Chief Engineers assist the Secretary with information whatever is considered necessary.

56.28 If a particular officer who is representing the Department at the moment is not able to explain an item of expenditure fully, the most that the Committee could do is to suggest to him that he might obtain information from the officer who was incharge of the work. The Committe cannot go to the individuals because it is the Department which is to answer.

Time Limit for Examination of a case by the P.A.C.

56.29 The Senior Financial Officers and Members of the Public Accounts Committee fix time limits for examination of points of each department. This time is devoted to important matters. In certain cases they form Sub-Committees to examine the specific important points relating to a Ministry/Department in details.

Memorandum for P.A.C.

56.30 There are, however, other matters for which Administration itself is anxious to put its point of view. But because the time does not permit it to do so, it seeks permission to submit memoranda. These Memoranda are submitted to the P.A.C. through Audit so that the facts may be verified. On other occasions, during the course of discussion, some points might rise about which the witness is not particularly well informed. In that case also he is either asked by the Committee or he himself suggests that he would later on submit a note to the Committee explaining the point which at the moment is not in his knowledge.

56.31 In order to ensure that there is no avoidable delay in complying with Committee's requests, highest priority should be accorded by all concerned to supply the information desired by the Public Accounts Committee. In case where compliance is likely to take more than a month, an interim reply apprising the Committee of the position should invariably be sent and such cases should be marked for scrutiny of pending lists.

Audit Paras regarding Disciplinary Action taken against Officers responsible for Irregularities etc.

56.32 Draft audit paras after acceptance by the Ministry are incorporated in the Audit Reports and these come up for discussion in the Public Accounts Committee. The Ministry is often placed in an awkward position if it has to tell to the PAC that the disciplinary action is under consideration. The PAC will always insist on the finalisation of departmental enquiries and will like to know the punishment awarded. It has, therefore, been decided that all Vigilance Officers should, with the approval of the Head of Department etc. show them all files dealing with draft paras mentioning disciplinary action and that the Vigilance Officers should keep a close watch on the proceedings of

such cases. Highest priority should be given to the disposal of disciplinary cases mentioned in the draft audit paras.

Written Minutes of Important Meetings where Decisions are taken

56.33 The Public Accounts Committee has urged strict observance of the requirements of para 36(3) of the Central Secretariat Manual of Office Procedure (Eighth Edition).

56.34 The above para envisages that whenever an inter-departmental meeting is convened, an agenda setting up clearly the points for discussion should be prepared and circulated in advance to the Department concerned and a record of the discussion should be prepared immediately after the meeting and circulated to the other Departments concerned setting the conclusions reached and indicating the Departments responsible for taking further action on each conclusion. A proper observance of this procedure would help to ensure prompt and effective action on the points which ought to be decided through interdepartmental discussion.

56.35 Subordinate officers are expected to exercise the powers vested in them. Serious notice would be taken in cases where responsibility is shirked by Senior Officers.

Procedure for obtaining Legal Advice

56.36 The Public Accounts Committee have commented on a case involving the procedure for obtaining legal advice from the Ministry of Law, where the following unsatisfactory features were noticed:—

(i) A second reference was made to the Ministry of Law on the point on which their opinion had been obtained earlier without mentioning the earlier opinion given by them. Further, the second opinion, which ran counter to the earlier opinion was given at a lower level.

(ii) The normal practice of giving Audit an opportunity to present their views before a revised opinion is obtained from the Ministry of Law in cases arising out of Audit objection was not followed.

The Committee, have accordingly made the following recommendations:-

"There is another point the Committee would like to mention. The Board had in this case made a reference to the Ministry of Law for a second opinion without any mention of the earlier opinion given by that Ministry. This the Committee consider wrong in principle. Besides the second opinion, which ran counter to the first opinion, was from an Asst. Legal Adviser, while the first opinion was given by a Deputy Legal Adviser. The Committee would like to impress on Government the need to ensure that, where a second legal opinion is sought, it should specifically be sought from an official of a status higher than the official who gave the first opinion. In respect of matters included in the Audit Report, which are likely to come up before the Committee, it should also be ensured that Audit are given an opportunity to present their point of view before an opinion is sought from the Ministry of Law and are associated with any inter-Ministerial deliberation that might take place in this connection".

In cases where a second legal opinion is sought on matters arising out of the audit objection, Audit should invariably be kept informed and given opportunity to present their points of view.

PROFORMA-2

CENTRAL PUBLIC WORKS DEPARTMENT

No. CA/ Dated, the

To

.....
.....

Subject:

Reference:

The following particulars in connection with the above may kindly be furnished to this office at an early date:—

(1) Dimension of all boundaries and diagonals or angles sufficient to enable to draw out the complete site plan.
(2) Position of all existing structures or/and permanent marks such as well, trees, paths, roads, drains may be clearly indicated on the plan together with their dimension, widths etc. Any of the above features to be retained may be shown on the plan.
(3) Any structure existing within 20 ft. of the boundaries giving height of the same, also general buildings existing in the near vicinity giving their character, heights and purpose. The sizes of window and door openings, if any, of the structures abutting the site and their right of way and light etc. may be clearly mentioned.
(4) All roads abutting the site together with their widths, berms and importance with regard to traffic etc.
(5) All levels, if any, may be marked in relation to all existing roads (crown or road level).
(6) Direction of north as also the general prevailing winds in the different parts of the year. Average rainfall during the year.
(7) All services available in the localities, such as municipal sewers, water supply, its pressure in relation to height and electric supply together with their mains, if possible.
(8) All local Municipal Bye-laws or layout schemes affecting the site particularly in relation to the set-beck lines on roads front, rear or side, total built-up area allowed and permissible height.
(9) All local materials for construction together with their uses in local practice and mode of construction with regard to walling, roofing and general finishes.
(10) Complete plans, elevation and section of the existing structures together with photographs and brief specification in case extension is desired to the same.
(11) Any other information pertaining to nature of soil and its capacity, or zone falling in the seismic area etc. may be given.

NOTE: All information desired above may please be duly signed by the issuing Officer.

Architect

PROFORMA 3-A

CENTRAL PUBLIC WORKS DEPARTMENT

No. Dated, the

The Executive Engineer,

.....

Name of the work:

Kindly furnish the following information for the above work as early as possible in order to enable this office to prepare preliminary estimate.

(i) Name and nature of soil strata upto 3m to 3.5m where footings are to be founded. If black cotton or filled up soil is met with, depth of such soil.
(ii) Approximate recommended depth of foundations.
(iii) Approximate recommended bearing capacity of soil.
(iv) Whether any special type of foundations are to be provided.
(v) Sub-soil water level (Maximum and Minimum).
(vi) Any existing building to be dismantled or telegraph or electric poles or cables or sewers to be shifted or thick jungle clearance to be done with rough details. Encroachment by foundations of the structures abutting our site, if any, may be indicated with sketches.
(vii) Whether site required extensive levelling and if so, the cost with approximate details.
(viii) Data regarding High flood levels in case area is liable to flooding.
(ix) Details of external services:—
  (a) Water mains: Whether they are available for our connections and if so, at what distance and or what size. If not, specify what type of well to be constructed (open well, etc. with size and depth) and the approximate cost of construction. In case of large requirement of water whether the local body will give adequate supply should be assured.
  (b) Sewer mains: Whether they are available for our connection and if so, at what distance.
  (c) Electric Mains:
  (d) Road: Whether any approach road is to be constructed beyond that shown on site plan: if so, of what length? Give specification locally adopted and the rate per 10sqm. of road surface.
  (e) Storm water drain and culverts: general arrangement of drainage:
  Any storm water drains required with approximate cost, number of culverts to be provided with approximate sizes.
(x) Cost index with detailed calculations, leads of materials and reference to Schedule of rates applicable.
(xi) Nearest Railway Station and distance of site from the Station.
(xii) Whether any special provision are required due to special local conditions e.g. stone work instead of brick work, etc.

For SE(P)
..... Zone, CPWD.

1. Copy to the Executive Engineer (Electrical) ..... Division ..... for intimating the amount required for external electrical services to be provided for in the preliminary estimate. The (prescribed percentage on the) amount should be given separately for connection to electric mains, sub-station equipment, pumping sets for water supply and its erection and street lighting, etc.
   If the provision required for internal electrical services will be different from the usual provision of 12.5% of the building cost, (or fixed amount) the additional rates should be given in a specific manner.
2. Copy to the EE(P), Electrical ..... Zone, for supplying the above information.

For SE(P)

..... Zone, CPWD.

PROFORMA 3-B

CENTRAL PUBLIC WORKS DEPARTMENT

No. Dated, the

The Executive Engineer,
.....

Name of Work: .....

Kindly furnish the following information for the above work of Water Supply Scheme as early as possible in order to enable this office to prepare project estimate for the same.

1. (a) What is the area in acres to be served by the Scheme?
   (b) Present population to be catered for
   (c) Probable population after 20 years to be catered for
   (d) Per Capita water supply required by the sponsoring authorities or Municipal bye-laws.
2. (a) Site plan of the area for which water supply is required showing the buildings to be served with spot levels at 60m intervals. The plan should show the layout of the buildings, main roads, service roads, etc. and ground formation levels alongside of all roads shall be given at intervals of 60m.
   (b) If it is anticipated that any additional areas are to be covered in this scheme at any future date, these should be marked in the plan and the requirements given.
3. State if there is any existing filtered water supply in the area or in the vicinity. If so, furnish the following particulars:—
   (i) A key plan showing the area to be served and the nearest main from which water is proposed to be tapped and the point of tapping.
   (ii) State the size of the main and if it is adequate to cater for the additional supply required for the project.
   (iii) Pressure available in the main at the proposed point of tapping and the reduced level of the main at this point.
4. If supply is to be taken direct from the storage reservoir, give the following details:—
   (i) Site of the reservoir with reference to the site to be developed for water supply and distance from site.
   (ii) Capacity of the reservoir.
   (iii) Whether it is capable of meeting the extra demand in the worst summer?
   (iv) Reduced level of the reservoir floor and depth of water in reservoir.
   (v) Longitudinal sections of the proposed alignment of the main from the reservoir to the site with nature of soil and sub soil.
5. (a) If there is no water supply in the area, how do you propose to provide water supply:—
      (i) From open or tube wells for smaller groups of buildings or colonies.
      (ii) From any existing perennial sources of water supply, e.g. river, stream, canal etc. Give the details of dry weather and monsoon flow, low water level and RFL etc. Give details of weirs, if any required, for heading up water in the stream, arrangements for purification, location of intake well, filter beds, pumping station etc. Also give an index plan showing the recommended location of water works.
   (b) Indicate the size and depth of open or tubewells, expected supply per hour and approximate cost of the installations including cost of delivery main upto site.
6. In case storage or service reservoirs are required, possible location of reservoir to be indicated on an index plan alongwith the ground levels at the site. In case a high level reservoir is to be constructed local restriction regarding maximum heights due to proximity of air fields if any may be indicated.
7. Information about the quality of water available from the source and suggestions for treatment.

For SE(P)
..... Zone, CPWD.

No. Dated, the

Copy to:—

1. The Executive Engineer (Electrical) ..... Division ..... for intimating the information in connection with the existing electric mains, their distance from the area, type of power available and adequacy of electric energy etc.
2. The Superintending Engineer ..... Circle, CPWD, for information.
3. The Superintending Engineer ..... Electrical Circle, CPWD, for information.

For SE(P)
..... Zone, CPWD.

PROFORMA 3-C

CENTRAL PUBLIC WORKS DEPARTMENT

No. Dated, the

To

The Executive Engineer,

.....

Name of Work:

Kindly furnish the following information for the above work of sewerage scheme of the area as early as possible in order to enable this office to prepare project estimate for the same.

1. (a) What is the extent of the area for which sewerage scheme is to be designed?
   (b) What is existing population?
   (c) What is the proposed ultimate density of population?
   (d) What is the per capita water supply?
2. Give a site plan of the whole area showing the existing and proposed buildings and other structures, spot levels at intervals of 60m. and ground formation levels alongside of all main and service roads (existing or proposed).
3. Is there any sewerage system in the area? If any, the following particulars should be furnished:
   (a) Size of the nearest sewer and its distance from the site.
   (b) Size of the nearest trunk sewer and its distance from the site.
   (c) Whether the existing sewer is capable of taking the additional sewage from the site to be developed. If not, state alternative proposals for disposal of sewage.
   (d) If the existing sewer is capable of taking the additional sewage, give "L" section of the sewer for a reasonable length showing the ILS, G.Ls., gradients and falls, if any, as well as position of manhole to which the proposed sewer from the colony to be developed may be conveniently connected.
   (e) What is the level of sewage in the manhole reference to (d) above for peak discharge.
   (f) A plan showing the layout of the branch or trunk sewer and proposals for the outfall sewer connecting to manhole with invert and ground levels.
4. Whether the proposed outfall sewer from the area to be developed will have to be designed to carry sewage from any other area also. If so, the additional areas to be served may be shown on the site plan giving their extents with the present and anticapted density of population.
5. (a) Whether a long outfall sewer is necessary, give a plan and longitudinal section of the proposed alignment showing the ground levels.
   (b) What is the nature of the soil and sub-soil along the proposed alignment?
   (c) State the ownership of the land through which the proposed alignment passes.
   (d) Are there any obstructions e.g. railway lines, drainage courses etc., on the alignment? If so, their nature and other relevant details may be given.
6. If there is no sewerage system in the area
   (a) How do you propose to dispose of the sewage?
   (b) A survey plan showing the likely location of the disposal works (septic tanks or other plants) may be furnished showing the prevailing direction of wind.
   (c) How is the effluent proposed to be disposed off? If there is any natural water course in which the effluent is proposed to be discharged, the following particulars should be furnished:—
      (i) Ordinary water level and H.F.L.
      (ii) Specify if there are any objections to discharge the effluent into the water course or Nallah and if so, what alternative do you suggest?
   (d) Nature of soil, i.e. whether it is absorbent or otherwise.
7. Any other information in connection with the sewage scheme.
8. Full particulars about any local rules and restrictions regarding sewage disposal.

For SE(P)

..... Zone, CPWD.

No. Dated, the

Copy forwarded to :—

1. The Executive Engineer (Electrical) ..... Division ..... for furnishing the information in connection with the existing electric mains, their distance from the area, type of power available and adequacy of electric energy etc.
2. The Superintending Engineer ..... Circle, CPWD, for information.
3. The Superintending Engineer ..... Electrical Circle, CPWD, for information.

For SE(P)

..... Zone, CPWD.

PROFORMA 3-D

CENTRAL PUBLIC WORKS DEPARTMENT

No. Dated, the

To

The Executive Engineer,
.....
.....

Name of Work:—

Kindly furnish the following information for the above work of Storm Water Drainage of the area as early as possible in order to enable this office to prepare project estimate for the same.

1. Give a survey plan of the area for which the Drainage system is to be designed showing the spot levels at intervals of 60m and proposed layout of roads and buildings. Formation levels of ground alongside of the roads and crown levels of roads may be given at intervals of 60m.
2. (a) If the area forms of part of a bigger catchment, a site and contour plan of the entire catchment area should be given.
   (b) If it is likely that drainage from the upper portion of the catchment enters the area now proposed to be developed, suggest measures to intercept the drainage or indicate the probable additional run off to be allowed for.
3. The maximum intensity of the rainfall in the area and its duration and the total annual rainfall.
4. Nature of the soil and vegetation in the area.
5. Full particulars of any natural water course or Nallah passing near the area, into which the area under consideration can be drained, together with the HFL in the storm water drainage. A plan showing the Nallah and "L" section of the Nallah showing the HFL for about 400 metres above and below the point where it is proposed to discharge the drainage into the Nallah may also be supplied.

For SE(P)
..... Zone, CPWD.

No. Dated, the

Copy forwarded to:—

1. The Executive Engineer (Electrical) ..... Division ..... for furnishing the information in connection with the existing electric mains, their distance from the area, type of power available and adequacy of electric energy etc.
2. The Superintending Engineer ..... Circle, CPWD, for information.
3. The Superintending Engineer ..... Electrical Circle, CPWD, for information.

For SE(P)

..... Zone, CPWD.

PROFORMA 3-E

CENTRAL PUBLIC WORKS DEPARTMENT

No. Dated, the

To

The Executive Engineer,
.....
.....

Name of Work:

Kindly furnish the following information for the above work of development of the area as early as possible in order to enable this office to prepare project estimate for the same.

1. Survey plan of the area. The plan should show all local features such as existing structures, Nallahs, wells, drains, sewers, water mains, electric mains and cables, telegraph and electric poles, brick kilns, fields, ponds, trees, roads, culverts and bridges etc.
2. Contour plan of the area with spot levels taken at not more than 60m distances. If possible, the levels should be reduced with reference to GTS Bench Mark. Otherwise, full description of assumed R.L. of the Bench Mark should be given.
3. Index plan of the area showing places from where earth for filling the area, if necessary may be brought or where the earth obtained from cutting of the area should be disposed off.
4. Crown levels of all the adjoining roads, at suitable intervals.
5. Nature of soil surface as determined by visual inspections.
6. Nature of sub soil strata as determined by trial pits or trial bores at the rate of one pit or bore for every 20 acres or less. Cross sections of trial pits or bores should be suitably increased.
7. Details of water mains as existing indicating the distance, diameter, pressure in the water mains.
8. Details of existing sewer mains, if available, indicating distances, invert level, diameter and spare capacity of the sewer mains.
9. Details of existing storm water drains and culverts, indicating section of drains, slope, spare capacity, invert level etc. It should also be indicated if the area itself is a part of bigger catchment area and thus receives storm water from other areas. If so, full details should be given.
10. Cost index of the place with details calculations.
11. Data regarding High Flood Levels, in case area is subject to flooding or is lower than HFL.

For SE(P)
..... Zone, CPWD.

Copy to:—

1. The Executive Engineer (Electrical) ..... Division ..... for furnishing the information in connection with the existing electric mains, their distance from the area, type of power available and adequacy of electric energy etc.
2. The Superintending Engineer ..... Circle, CPWD ....., for information.
3. The Superintending Engineer ..... Electrical Circle, CPWD ..... , for information.

For SE(P)

..... Zone, CPWD.

Appendix - 3
(REFERENCE PARA 4.5.1)

ANNEXURE TO MINISTRY OF URBAN DEVELOPMENT

OM No.17020/2/86/W2 dt. 25th August, 1987

REVISED SCALE OF PLINTH AREA

Type	Pay Range	Area of Unit		Staircase/ circulation		Sleeping out balcony		Cycle/Scooter Shed/Garage		Remarks
		Sq. M.	Sq. ft.	Sq. M.	Sq. ft.	Sq. M.	Sq. ft.	Sq. M.	Sq.ft.	
I	(A) Upto Rs. 949/-	34.00	365.00	5.00	54.00	7.45	80	2.50	27.00	Cycle shed 100%
II	(B) Rs. 950-1499/-	45.00	484.00	5.00	54.00	7.45	80	2.50	27.00	Cycle shed 100%
III	(C) Rs. 1500-2799/-	55.75	600.00	5.00	54.00	7.45	80	4.20	45.00	Scooter shed 100%
IV	(D) Rs. 2800-3599/-	83.60	900.00	5.00	59.00	7.60	84	4.20	45.00	Scooter shed 100%
V	(E) Rs. 3600-4499/- (Garage) Main Unit	139.35	1500.00	6.00	65.00	9.85	106	20.90	225.00	75%
	Servants Qrs. Attached to the Main unit	18.60	200.00	4.50	50.00	—	—	—	—	
VI	(EI) Rs. 4500 and above (Garage) Main unit	198.00	2200.00	6.00	65.00	11.00	118.00	20.90	225.00	100%
	One servant quarter	25.00	269.00	4.50	50.00	5.00	54.00	—	—	

NOTE:

1. These plinth area standards shall be applicable to the construction of residential accommodation in all places in India.
2. Plinth areas proposed above are on the wall thickness achieved with the standard brick size 9"×4-1/2"×3" (Normal). When standard size bricks are replaced by modular bricks (20 cm×10 cm×10 cm) in course of time the plinth areas specified above will not change. Where wall thickness has to be more for technical reasons, plinth areas may be suitably increased. In places where stone construction is more economical and is normally adopted, the plinth areas may be suitably increased to allow for additional thickness of walls. In areas, where standard size of brick is 10" an increase of plinth area to the extent of 4% in case of type I, II and III Qrs. and 2.5% in case of type IV, V and VI (D,E,EI),Qrs. will be allowed. In areas where local specifications permit use of thinner walls such as 'accra' walling or timber construction the plinth areas would be reduced suitably.
3. (a) Sleeping out balconies shall be provided in region of hot and dry climate and for construction which is more than two storeyed. In the case of regions with hot and humid climates, i.e. coastal regions where it is not customary to sleeping out during summer, sitting balconies with half of the areas stipulated above, shall be provided in lieu of sleeping out balconies in places other than Mumbai and Kolkata (for which reduced standard as indicated at 3(b) will apply). In regions of cold climate, viz. hill stations, glazed verandahs in lieu of sleeping out

balconies may be provided with the areas of sleeping out balconies. Where sleeping out balconies are provided, facility of use of terrace by occupants need not be provided.

(b) The area of sitting out balconies in Mumbai and Kolkata will be 1.5 sq.mt.(16.15 sq.ft.) for type I, 2.5 sq.m. (26.90 sq.ft.) for type II, 3.50 sq.mt. (37.65 sq.ft.) for type III, 4.5 sq.mt. (49 sq.ft.) for type IV, 5.50 sq.mt.(60 sq.ft.) for type V and 6.5 sq.mt. (71 sq.ft.) for type VI(EI).

(c) Areas of sleeping and sitting out balconies may vary with the type design, depending on architectural and structural considerations. The areas stipulated in this statement are maximum that will be allowed.

(d) In hot and dry region, sitting out balconies may be provided for two storeyed construction.

4. In case of type I, II and III quarters, the standard plinth area may be exceeded upto 2% when found necessary on architectural consideration. This is to allow for some flexibility in architectural planning.
5. In type V quarters, Car garages will be provided for 75% of the number of units to be constructed. Out of these, 1/3rd of the garages will be partitioned temporarily so as to provide scooter sheds for remaining 50% of the allottees. Provision in planning and layout should be made for construction of additional garages for cars to an extent of 25% of the number of residential units.
6. In the case of double storied quarters, cycle or scooters sheds shall not be provided. Also no Scooter/Cycle sheds will be provided in Mumbai and Kolkata.
7. In case of main buildings, areas for staircase/circulation are based on a stair width 3'-6''. Where bye-laws require more width than this, areas to be provided will be increased suitably. For 4 feet wide stair, areas for stair case shall be 6.5 Sq.m.
8. Where local bye-laws so require, additional area for fire escape staircase will be allowed.
9. Sanitary pipe shafts open to sky, wherever provided, are not to be included within the standard plinth areas.
10. Area required for services, such as garbage chutes, electric sub-station, pump room, etc. wherever necessary will be allowed over and above the standard plinth areas.
11. In multi-storeyed flats, where lifts are necessary, additional areas over and above the standard plinth areas for the different types, will be allowed for the provision of one or more lifts and lift landings.
12. In the case of construction of four storied and above, in places other than Mumbai and Kolkata, in respect of types I to IV, cycle/scooter sheds may be provided separately or one or more quarters on the ground floor may be earmarked for covered parking of cycles and scooters.
13. Normally no deviation from the prescribed scales should be made but in case it is desired that any deviation is to be made, this can be done only in semi-urban and rural areas where only single storey construction is involved and proposal for such deviation should be sent to the Ministry of Urban Development for specific clearance.
14. The public sector enterprises need not follow the scales prescribed by the Ministry of UD but may follow the scales prescribed by the Bureau of Public Enterprises.

Appendix - 4
(Reference Para 4.10)

CPWD-1

CENTRAL PUBLIC WORKS DEPARTMENT

Estimate No. for

State (Central PWD Code, Paragraph)

Branch

Division

Name of work

Fund

Major Head

Minor Head

Detailed Head

Note: The entries against each of the above should be made in accordance with the classification prescribed in para 3.1.8 of CPWA Code.

Estimate framed by ..... Engineer ..... of the probable cost of .....

REPORT

Appendix - 7
(Reference-Para 4.20)
PROFORMA - 1
LEVELLING

1. Name of Project
2. (a) Reference to administrative approval and expenditure sanction and their amounts.
   (b) Provision for levelling.
3. (a) Amount of detailed estimate
   (b) Rate per square metre in the detailed estimate and how does it compare with provision in administrative approval.

Part I Engineering Appreciation

4. (a) Total Area to be levelled
   (b) General description of site
   (c) Are there any low areas which may be left green or developed as lakes or ponds? If so, can earth for filling be made available from such development?
5. (a) Classification and nature of soil
   (b) Result of trial bores, if any.
   (c) Exact classification of the different strata, if rocky.
   (d) Possibility of blasting, keeping in view local bye laws and proximity of important buildings.
   (e) Has necessary credit for hard rock been allowed?
6. (a) Are the proposed formation levels such as cutting and filling balanced.
   (b) (i) Site from where earth is to be brought and its lead, in case of excess filling.
   (ii) Amount involved.
   (iii) Royalty payable, if any.
   (c) In case of excess cutting:
   (i) Site for the disposal of surplus earth
   (ii) Extra lead and amount involved
   (iii) Possibility of selling the earth
7. Levels of the adjoining sites, roads and buildings as compared to the site being levelled.
8. Do the proposed formation levels obstruct the existing natural drainage?
9. (a) Are any terraces proposed to economise on earth work?
   (b) If so, do the proposals have concurrence of Town Planner, Architect, Director of Horticulture?
10. Have the proposals for development/layout been approved by local authorities?

Part II Materials

11. Special T & P like heavy earth moving machinery needed for the execution of the project.

PROFORMA - 2
FILTERED WATER SUPPLY

1. Name of the project
2. (a) Reference to administrative approval and expenditure sanction and their amounts.
   (b) Provision for ancillary works such as overhead reservoirs, pumps, etc.
3. (a) Amount of detailed estimate
   (b) Rate per sq. metre in the detailed estimate and how does it compare with provision in administrative approval.

Part I-Engineering Application

4. Area covered (Give details of areas covered if any, which have not been provided for in the A/A, future extension, etc.)
5. (a) Population
   (b) Basis of assessment.
   (c) Future increase
6. (a) Source of Water Supply
   (b) Has permission of the local body to tap water from their source been obtained?
   (c) Will sufficient quantity be available for areas under consideration?
   (d) Distance of the source from the periphery of the Scheme.
   (e) Brief description of the system of water supply from intake to the distribution stage.
7. (a) Rate of supply with break-up showing allowance for industrial, horticulture and other uses.
   (b) Is unfiltered water supply available?
   (c) If not what, and on what basis, provision has been made for extra water required for lawns, parks etc.
8. (a) Pressure available at source.
   (b) If required pressure is not available state proposals to augment it.
9. Design formula adopted, value of the co-efficient of rugosity adopted in design.
10. Layout of mains
    (a) Closed ring or tree type pattern with dead ends (Give reasons for choice).
    (b) Type of buildings and numbers of storeys recommended.
    (c) Minimum head available in the distribution system; and is it suitable?
    (d) Has minimum size of pipes required as per rule of the local body and Chief Fire Officer been provided?
11. Has the Chief Fire Officer been consulted with regard to the number of fire hydrants, their location and type.
12. Capacity and design particulars of overhead tanks, sumps, wells, pumps etc.
13. Has adequate provision of sluice valves, reflux valves, air valves, scour valves and public hydrants been made?
14. Have the lines been taken sufficiently deep to keep the air valve spindles flush with the ground level?
15. Has provision been made for laying the pipe or digging the trenches under sub-soil water level?
16. Is cutting through rock involved?
17. Has provision been made for crossing roads and nallahs, where necessary?
18. Are there any obstructions such as transmitting station, aerodrome, etc. which necessitate diversion?

Part II Materials

19. Requirements of different sizes/type of pipes and specials and method of procurement.
20. Requirements of pig lead.
21. Have requirements of pumps and accessories been determined in consultation with the Electrical Engineer? Give details.
22. Requirements of other materials/tools and plants.

PROFORMA - 3
UNFILTERED WATER SUPPLY

1. Name of the project
2. (a) Reference to administrative approval and expenditure sanction and their amounts
   (b) Provision for unfiltered water supply
   (c) Provision for ancillary works such as overhead reservoirs, pumps, etc.
3. (a) Amount of detailed estimate
   (b) Rate per sq. metre in the detailed estimate and how it compares with provision in administrative approval.

Part I-Engineering Appreciation

4. Total area of development scheme
5. Area of grassy lawns.
6. Basis of working out requirement of water needed for horticultural purpose.
7. Source from which the unfiltered water is proposed to be tapped.
8. (a) Is the water suitable for horticultural purposes? Has this been ascertained from laboratory tests?
   (b) Degree of salinity if the water is saline.
9. If supply is proposed to be from existing unfiltered/filtered water mains
   (a) Have the mains got the capacity to supply the required quantity?
   (b) Is the pressure in the existing mains enough to serve the area.
10. If the source of supply is from wells/tube wells indicate:
    (a) Possibility of pumping from existing open wells; if any.
    (b) Feasibility of digging open wells.
    (c) Possibility of putting tube wells, if open wells are not suitable.
    (d) Exploratory work done earlier in the proximity of the area to determine feasibility of providing wells/tube-wells.
11. Have the development/layout proposals been approved by local authorities?
12. Formula adopted for designs, value of coefficient of rugosity adopted in designs.
13. Layout of mains:
    (a) Closed ring pattern or tree type with dead ends.
    (b) Reason for choice
    (c) Minimum head available in the distribution system and is suitable?
    (d) In case fire hydrants have been provided in unfiltered water lines, has the Chief Fire Officer been consulted with regard to the number of fire hydrants, their location and type.
14. Capacity and design particulars of overhead tanks, sump wells, pumps. etc.
15. Has adequate provision of sluice valves, reflux valves, air valves, scour valves been made?
16. Have the line been taken sufficiently deep to keep the sluice valves spindles flush with the ground level?
17. Has provision been made for laying the pipe line or digging the trenches under sub-soil water level?
18. Is cutting through rock involved?
19. Has provision been made for crossing road and nallahas, where necessary.
20. Are there any obstructions such as transmitting station, aerodrome, etc. which necessitate diversion?

Part II Materials

21. Requirement of different sizes/types of pipes and specials and method of procurement.
22. Requirement of pig lead
23. Have requirements of pumps and accessories been determined, in consultation with the Electrical Engineer? Give details.
24. Requirement of any other materials/tools and plants.

PROFORMA - 4
SEWERAGE

1. Name of Project
2. (a) Reference to administrative approval and expenditure sanction and their amounts.
   (b) Provision for sewerage.
   (c) Provision for ancillary works such as pumps, sumps, pump houses connection to existing ducts, septic tanks, etc.
3. (a) Amount of detailed estimate.
   (b) Rate per sq. metre as per the detailed estimate and how it compares with provision in administrative approval.

Part 1 Engineering Appreciation

4. Area covered (Give details of areas covered, if any, which have not been provided for in A/A; future extensions, etc.)
5. (a) Population.
   (b) Basis of assessment.
   (c) Future increase.
6. Sewers
   (a) Shape of Sewer
   (b) Minimum size used
   (c) Slopes adopted.
   (d) Self cleansing velocity assumed and at what depth of flow.
   (e) If self-cleansing velocity not possible, have flushing arrangements been made?
   (f) Minimum velocity attained in the design.
   (g) Is designed discharge three times the average discharge.
   (h) Brief description of the system of sewerage.
   (i) Design formula and the coefficient of rugosity adopted.
7. Manholes :
   (a) Minimum depth of starting manholes.
   (b) Types of manholes (rectangular, circular, arch type).
   (c) Types of manhole covers used (whether heavy, medium, light) and principles governing their use.
   (d) Has location of manhole been fixed on the consideration that :
      (i) Each manhole should serve maximum number of plots.
      (ii) Manholes provided at bends-change in diameter and gradients.
   (e) Maximum distance between two manholes.
   (f) Distance of vent shafts; has provision for these been made in the estimates?
   (g) Has provision been made for drop connections?
   (h) What is the maximum velocity in the sewer? (upto 2.44 meters per second avoids erosion of invert).
8. Disposal
   (a) Arrangement for disposal of sewerage.
   (b) Has permission of local body been sought if discharge is led into an existing sewer direct?
   (c) Distance of the existing duct from the last manhole in the area.
   (d) Do the invert levels permit connection to existing duct by gravity? If not, has provision been made for pumping the sewerage?
   (e) If pumping is necessary :
      (1) has provision been made for sumps, pumps, pump house and rising mains?
      (2) is electricity available?
      (3) is arrangement for prime mover in an emergency breakdown required?
   (f) Details of sumps with regard to capacity, diameter.
   (g) (1) Details of pumps with regard to capacity, horse power, type of pumps (vertical or horizontal) etc.
      (2) Efficiency factor assumed in the design of pumps.

(h) Details of pump house, rising mains, etc.

(i) In case connection to existing duct has not been provided :

(1) has provision for septic tank, treatment plant, etc. been made?

(2) have soak pits or dispersion trenches been provided?

(3) What is the type of soil?

(j) Maximum and minimum depths below ground level of the ground water table.

(k) Arrangements for disposal of treated effluents.

(l) If sewers are to be laid in filling or across nallahs, have supports to firm ground been provided?

(m) Have sewers and water mains been planned on opposite sides of the road?

(n) Where sewers cross nallah, arrel etc. has the design been appropriately made?

(o) In case of stage development schemes or where delay in the procurement of equipment is anticipated, have temporary arrangement been made for disposal work?

9. (a) Has provision been made for concreting upto haunches or alround?

(b) if so, on what basis?

10. Is provision of excavation under sub-soil was necessary?

11. Has provision been made for laying concrete and sewers under sub-soil water?

12. Is cutting through rock involved?

13. Has provision been made for crossing roads and nallahs?

Part II Materials

14. Requirements of different types/sizes of pipes and specials.

15. Requirements of different types of manhole covers.

16. Have Requirements of pumps been determined in consultation with the Electrical Engineer?

17. Requirements of any other materials/tools and plants.

PROFORMA - 5
CITY ROADS

1. Name of projects.
2. (a) Reference to adminitrative approval and expenditure sanction and their amounts.
   (b) Provision to cover the portion of work for which detailed estimate has been prepared.
3. Amount of detailed estimate.

Part I Engineering Appreciation

4. Reference to approval of the layout and alignment indicating inter-competent authority.
5. Justification for the choice of the alignment indicating inter-alia obligatory points.
6. (a) Standards to be followed for :
   (i) Cross-section of the road (indicating number of lanes).
   (ii) Class of road.
   (b) Have suitable road junctions and crossings been designed and provisions made in the estimate?
   (c) Has provision been made for road signs?
7. Nature of subgrade and subgrade preparation suggested.
8. Earth works : cutting and filling balance, if not, what, is the :
   (a) Quantity of surplus/deficit earth.
   (b) Site and lead for disposal of surplus earth (in case of excess cutting).
   (c) Source of obtaining earth required and lead (in case of excess fillings).
   (d) Royalty payable, if any.
9. Methods and salient features of road crust.
10. (a) Soling
    (b) Wearing coat
    (c) Surface treatment.
11. (a) Cross section between building lines showing the hard crust edging (if any), berms provisions for future widening (if any), storm water drains and their outlets and other services both to be provided immediately and in the near future.
    (b) Existing services, if any.
12. Details of bridges including class of loading for which they have been designed, culverts and other structures provided.
13. Details of land acquisition.
14. Phasing of the project.
15. (a) Rate of cost
    (i) per unit length for different types of roads.
    (ii) per unit of the area developed.
    (b) (i) Total cost of the work.
    (ii) Comparison of total cost with respect to provision in preliminary estimate.

Part II Materials

16. Soling stone
    (a) Total quantity.
    (b) Name of quarry.
    (c) Distance of quarry from site (Does scheduled rate for supply of soling stone indicate this lead? If not, has provision been made for extra lead?)
    (d) Market rate at quarry.
    (e) Prevalent carriage charges.
17. Stone ballast
    (a) Total quantity.
    (b) Name of quarry.
    (c) Distance of quarry from site (Does schedule rate for supply of stone ballast indicate this lead?)
    (d) Market rate at quarry.
    (e) Prevalent carriage charges.

18. Bitumen
    (a) Total quantity.
    (b) Arrangements for procurement.
19. Cement
    (a) Total quantity.
    (b) Arrangements for procurement.
20. Steel
    (a) Total quantity.
    (b) Arrangements for procurement.
21. Pipes
    (a) Total quantity.
    (b) Arrangements for procurement.
22. Tools and Plants

S. No.	Equipment with details	Source of Procurement	Cost	Foreign Exchange
1	2	3	4	5

PROFORMA - 6
HORTICULTURAL WORKS

1. Name of the project.
2. (a) Reference to administrative approval and expenditure sanction.
   (b) Amount provided for horticulture work.
3. Amount of detailed estimate.

Part-I Horticulture Appreciation

4. Brief scope of the work contemplated.
5. Total area of the development scheme.
6. Area of the garden/greenery.
7. Detailed landscape plan of the area quoting SA(TP)'s letter no. approving it.
8. Type of soil.
   (a) Nature (i) Saline or Alkaline (ii) Full of kankar, Moorum or building rubbish.
   (b) P.H. Value.
9. (a) Source of supply of earth if top soil is proposed to be replaced by good sweet earth.
   (b) Site for dumping the replaced earth.
   (c) Proposal, if any, to apply cowdung or fresh cowdung to 1.5m - 4.5m depth in case the soil is alkaline.
   (d) Is the area duly levelled for the development of horticulture works.

Part-II Drainage

10. Is the drainage from roof provided in such a way as to drain off the flow of rain water on the back of the house and not on the lawn?
11. Are the levels and slopes of bajri paths and lawns suitably adjusted?
12. Do levels permit a slope in the lawns between 1/12 and 1/300?
13. Is a storm water drain available in the vicinity to catch rain water from the lawns?
14. Suggestions, if any, for improving drainage of lawns.

Part-III Water Supply

15. (a) Is the unfiltered water supply proposed to be tapped from existing unfiltered water mains?
   (b) Is adequate supply of unfiltered water available?
   (c) Are tube-wells proposed to be installed (It should be kept in mind that 3000 gallons of water per acre of green per day will be required).
16. Have unfiltered water mains and distributaries been laid and hydrants installed?

Part-IV External Services

17. Have all the external services including roads, storm water drains, sewerage and electric cables/wires been provided before horticultural works are taken up?

PROFORMA - 7
ELECTRICAL DISTRIBUTION LINES

1. Name of Project
2. (a) Reference to administrative approval and expenditure sanction and their amounts.
   (b) Provision to cover the component part for which the detailed estimate has been prepared.
3. Amount of detailed estimate.

Part-I Engineering Appreciation

4. Brief specification of the system*
5. Average rate per sq. metre of (i) detailed estimate. (ii) Preliminary estimate.
6. (a) Agency for execution
   (b) Departmental charges
7. Special T&P required.
8. (a) Is supply proposed to be taken from the existing L.T. Net-work of the supply authority ?
   (b) If yes, is element of cost of service connection taken in estimate, based on estimate from the supply authority ?
   *(c) If L.T. supply not available, how is electric supply proposed to be obtained ?
9. Provision for future expansion and its extent.
10. Tariff (HT bulk, L.T. Bulk or retail L.T.) applicable.
11. In case of bulk supply, has provision been made for
    (a) Equipment ?
    (b) Buildings for sub-stations and switching stations?
12. Has architect been consulted for local switching of 11(b)?
13. Is stand-by required, if yes, has provision been made for it?
14. Statutory requirements of overhead or underground cables.
15. Details of phasing, if any, of different portions of work in consonance with the progress of civil work.
16. Special remarks, if any.

* Give a brief description of the system as in the example below :-

"..... Supply is proposed to be taken from the L.T. feeders of the local electricity undertaking by means of over-head/underground line. The distribution is proposed to be carried out by over-head lines carried on PCC/Steel tubular/rail poles, Copper/Aluminium conductors of .....size will be run for the main roads and of/.....size on the other roads. For roads having a width of ..... metres the lines will be taken alongwith central verge with double armed brackets for lighting fixtures. For roads with a width of ..... metres, a staggered layout will be adopted. .... Also indicate the arrangements adopted for sectionalising and isolating portions of the net work for the purposes of maintenance and repairs".

* In case of composite lines carrying street light and L.T. distribution line, the basis of allocation of cost to street lighting and L.T. distribution lines should be given.

PROFORMA - 8
STREET LIGHTING

1. Name of Project.
2. (a) Reference to administrative approval and expenditure sanction and their amounts.
   (b) Provision to cover the component for which this detailed estimate has been prepared.

Part I- Engineering Appreciation

@3. Brief specification of the system.
4. Average rate per square metre of (i) detailed estimate (ii) preliminary estimate.
5. (a) Agency for execution.
   (b) Departmental charges.
6. Special T&P required.
7. Brief particular of source of power supply.
8. Provision of future expansion and its extent.
9. Tarrif applicable.
10. Phasing of different portions of the work in consonance with the progress of civil work.
11. Has the location of poles been decided in consultation with Director of Horticulture and the landscape architect?
12. Special remarks, if any.

@ Give a brief description of the system as in the example below:

"..... Incandescent High pressure mercury vapour/fluorescent lamps will be provided on... roads. The type of fittings shall be enclosed open/semi-open tubes and these will be suspended/fixed on brackets. The system of wiring will be with over-head copper/aluminium conductors of sizes/connection to poles will be given by means of underground cables of ...size and joints shall be provided in a suitable recess at the bottom of the poles. RCC/Steel tubular.....types poles will be used. For the major roads of widths.....poles will be located on the central verge with double arc brackets for the lighting fixtures. For minor roads, poles will be located in a staggered.....pattern with an average spacing of..... An average illumination of.....is arrived at on the main roads.

Also indicate scheme of controlling lights, i.e. switching equipment''.

In case of composite lines carrying street light and L.T. distribution lines, the basis of allocation of costs to street lighting and distribution lines should be given.

Part II-Information Regarding Procurement of Materials

Sl. No.	Principal items to be supplied by Govt. for use on the work	Available with central stores or to be indented on DGS&D	Items to be especially procured for the work. Details of procurement		Foreign Exchange required
			Sources	Time	
1	2	3	4	5	6

N.B. 1. For major and important items give full technical description of specification in column 2.

2. For items to be imported, give a separate itemwise note on justification and the inescapability of expenditure on foreign exchange.

3. If any special difficulty is likely to be encountered in procuring important materials, give a note suggesting steps that may be taken to overcome them.

PROFORMA-9
TOWN PLANNING AND HOUSING SCHEME

(The following information should be available before a town planning scheme can be prepared)

1. Key plan of the area showing.
   (a) Location of site in relation to adjoining land uses.
   (b) Types of development on adjoining plots.
   (c) Number of storeys (on adjoining plots).

Appendix - 8
(REFERENCE PARA 4.24)

CPWD-4

Abstract of original and revised estimates with explanations of differences in quantities and rates P.W.A. Code, Paragraphs 330-332

Name of Work
.....

Sub-heads of estimate and items of work	Original estimate				Revised Estimate				Differences	Explanations
	Quantity	Rate Rs.	Per	Cost Rs.	Quantity	Rate Rs.	Per	Cost Rs.	Rs.	

Appendix - 9
(Reference Para 7.50)

PROFORMA FOR WRITE OFF OF LOST MBs

1. Serial number of the MB
2. To whom issued.
3. The date on which the M.B. was lost.
4. Details of FIR lodged with the police.
5. From whose custody it was lost.
6. Detailed circumstances leading to its loss.
7. What efforts were made to trace the M.B.
8. By whom the last measurements were recorded.
9. Whether the measurements have been checked upto the required %age by the Superior Officer as required under the rules. If not why?
10. If any register is maintained to watch the movement of the M.B.
11. Whether the M.B. contained the details of any work for which payment has not been made or all the works have been finalised.
12. Whether any audit objection or contractors' dispute relating to the M.B. is pending and if so nature thereof and how it is proposed to settle up.
13. Whether work is susceptible of measurement again, if not, what are the basis on which the AE proposes to make final payment for the outstanding bills.
14. Whether the EE is satisfied that by writing of fresh measurements on the basis of other subsidiary record, if any, the Government will not be put to any loss and there will be no dispute from any quarter. If no, what steps be suggested to safeguard against any such shortcoming.
15. Details of disciplinary action taken against the persons responsible for the loss.
16. Details of remedial measures taken to avoid recurrence of such cases.
17. Any other remarks.

Executive Engineer
..... Division, CPWD

Appendix - 10
(Reference-Para 9.7)

AUTHORITIES EMPOWERED TO PREPARE, VERIFY AND PASS THE BILLS

Bills to be paid	Prepare	Authority competent to Examine or Verify	Pass for payment
1	2	3	4
1. Wages of labourers, current or arrears except those mentioned in item 2 below	Junior Engineer	Asstt. Engineer/ Asstt. Ex. Engineer	Executive Engineer
2. Unpaid wages removed from the Account of a work in respect of muster roll	Executive Engineer/ AE/AEE/JE	Executive Engineer/ AE/AEE/JE	Executive Engineer
3. Bills of work charged staff of WC Staff appd. by authority checked by the Divl. Office.	Asstt. Engineer/AEE	Asstt. Engineer/AEE	Asstt. Engineer/AEE subject to condition that employment in question is competent and bill is pre-checked
4. Petty payments for work done or supplies made not exceeding Rs.150/-	Junior Engineer	Asstt. Engineer/AEE/JE if an Imprest holder	Imprest-Holder.
5. Running and final bills of contractors or suppliers involving work done or supply made to the value of Rs.10,000/- and less, but exceeding Rs.150/- against agreement entered into by themselves.		Asstt. Engineer/AEE/JE	AE/AEE stationed away from Divl. Hd. Qrs. Provided that the cash book is maintained by him
6. Running and final bills		Asstt. Enigneer/AEE	Ex. Engineer

of contractors or suppliers involving work done or supply made in excess of Rs. 10,000/- bills or advance (both secured and others & claims for refund)

Appendix - 11
(Reference-Para 10.1)

BILL BOOK OF THE ..... DIVISION FOR THE YEAR .....

Sl. No. of Item	Date of receipt	Name of Sub-Division to which the bill pertains	Name of work	Name of Contractor	Amount of the bill	Date of completion of work if final bill	Date of last payment if a running a/c bill	Signature of receiving Clerk in Division	Date on which Cheque is drawn	Signature of Cashier	Ref. of cash Voucher No. and date	Initial of Divisional Accountant	Remarks
	1	2	3	4	5	6	7	8	9	10	11	12	
	13	14											

Appendix - 12
(Reference-Para 10.31)

REGISTER OF DISMANTLED MATERIALS

1. Name of Work .....

2. Name of Division.....

Sl. No.	Date of receipt	Ref. to No. & page of M.B.	Full particulars of materials giving size etc. if any	Opening Balance	Quantity received	Total	Ref. to its disposal whether by write off sale or transfer to other works	Quantity issued or disposed off	Closing Balance	Dated initials of the AE	Date of verification of balances and by whom verified	Remarks
	1	2	3	4	5	6	7	8	9	10	11	12
	13											

Appendix - 13
(Reference para 12.2)

STATEMENT SHOWING THE RATES OF DEPARTMENTAL CHARGES LEVIABLE ON CPWD WORKS EFFECTIVE FROM 1.6.84 AND THEIR BREAK-UP

Objectives of Work	All Maintenance works and minor works costing up to Rs. One lac.	Constn. works costing up to Rs. Two crores	Constn. works costing bet-ween Rs. Two and Five crores	Constn. works costing more than Rs. Five crores
1	2	3	4	5
(A) Establishment Charges				
1. Preparation of preliminary sketches	½%	¼%	¼%	¼%
2. Preparation of detailed working drawings	1%	¾%	½%	¼%
3. Preparation of preliminary estimates	¼%	¼%	¼%	¼%
4. Preparation of detailed Estimates	½%	¾%	½%	¼%
5. Preparation of structural designs	1%	1%	¾%	¾%
6. Execution	19-¼ %	7-¾%	4-¾%	4-¼%
Total	22-½%	10-¾%	7%	6%
(B) T & P (Machinery Equipment)	¾%	¾%	½%	½%
(C) Audit and Account	¼%	¼%	¼%	¼%
(D) Pensionery	¼%	¼%	¼%	¼%
	23-¾%	12%	8%	7%

Notes:

1. In the case of works for CGHS where architectural services are provided by Central Design Bureau of CGHS necessary rebate @ 1% has to be given in Estt. Charges.
2. The indicated rates of tools and plants are exclusive of the cost of special tools and plant, the cost of which will be charged to the estimate for the work.
3. The DDA will be allowed a rebate in the departmental charges on account of preparation of preliminary sketches, and detailed architectural drawings relating to their works as per the figures given in the break up of departmental charges.
4. No D.C. for Government works and those of autonomous bodies fully funded by Central Govt. are to be added while preparing P.E.
   (i) This comes into force with effect from 27.9.2001.
   (ii) The levy of D.C. on current works including those to be sanctioned will be governed as per provision in the sanctioned estimate.
   (iii) It should be ascertained whether an Autonomous Body is fully funded or not by Central Govt. by obtaining a letter from the head of such an undertaking or from the head of finance department of the Undertaking that it is fully funded by the Govt.

APPENDIX-14

(Reference para 12.16)

DEPARTMENTAL CHARGES FOR COAL MINES WORKS

For Works costing up to Rs. Two Lacs	For works costing more than Rs. Two Lacs
1. Preliminary Estimates ¼ per cent	¼ per cent on first Rs. Two Lacs plus 1/8 per cent on amount that exceed Rs. Two Lacs
2. Detailed Estimates ¾ per cent.	¾ per cent on first Rs. Two Lacs plus ½ per cent on amount that exceeds Rs. Two Lacs

Appendix - 15
(Reference para 12.22)

FEES FOR CONSULTANCY SERVICES

(a)	Planning	4%
(b)	Construction Management	5%
(c)	Visits of CPWD Officers from India	1%

For planning and designing work, the following charges shall be levied:

(i)	Development of Master Plan	Rs.3210/- per hectare
(ii)	Architectural Plans and drawings	3% for original work ½% for repetition
(iii)	Structural designs and drawings ½% for repetition.	1% for original work.

Appendix - 16

(Reference para 15.12)

STANDARD SCHEDULE OF CONTRACT PERIODS FOR BUILDINGS WORKS

S. No.	Type of building	Contract period (in months) for total plinth area of buildings in all floors including basement					
		Upto 250 Sqm.	251 to 500 Sqm.	501 to 1000 Sqm.	1001 to 2500 Sqm.	2501 to 5000 Sqm.	Every additional 2500 Sqm.
1	SINGLE STOREYED LOAD BEARING STRUCTURES	4	6	8	10	11	1
2	SINGLE STOREYED FRAMED STRUCTURES	5	7	9	11	12	1
		Extra for every additional storey (for load bearing as well as framed structures): 1.5 months					

Notes:

1. This Schedule is applicable for works where construction of buildings of total plinth area upto 25,000 sqm. is involved. For bigger works, the NIT approving authority shall decide the contract period based on the merits of the individual case.
2. This schedule is to serve as a general guide for fixing contract periods for building works under normal conditions, in large cities like Delhi, Kolkata, Chennai etc. where the building trade is well organized. For small or out of the way places where normal facilities for construction of buildings may be lacking, contract periods should be fixed suitably after taking into consideration the local conditions, subject to a maximum increase in time period of 33-1/3 %.
3. When the contract period runs through monsoons, extra period may be allowed for the same on the assumption that progress during monsoons is about half of the progress in fair weather. For example in Delhi, where the monsoons last for about 2 months one month may be added, and in places like Kolkata and Mumbai, where monsoons last four months, two months may be added.
4. Where a basement is to be provided, an extra period of 3 to 4 months may be added depending on the extent of basement and depth of sub-soil water table.
5. This schedule takes into account the normal building specifications as per standard CPWD Plinth Area Rates. Extra period may be allowed for works having special features such as (i) domes, shells and coffered roofs, (ii) extensive stone work, stone veneering and sculpturing and (iii) special finishes and architectural feature.
6. In case of works consisting of number of small units, such as a group of residential quarters, scattered over a large area, an extra period of 1 to 3 months may be allowed depending on the number of units and their disposition.
7. When work is to be executed in congested areas and on small sites, the period may be suitably increased because of difficulties in storage of building materials.
8. This schedule takes into account about 3 months for foundations in the case of multi-storeyed buildings of five or more storeys. In case of buildings on piles, normally the work of the piles would be executed through a separate contract and the time required for the superstructure should be fixed by reducing the period determined on the basis of the schedule by about 3 months.
9. Contract periods for internal and external services should be fixed according to the programme for completion of the building taking into consideration the local conditions.
10. For particular cases of urgent nature or cases where completion period is fixed and cannot be postponed and cases of national importance, workable time period may be fixed preferably by holding a pre-bid conference with the prospective tenderers.

Appendix - 17

(Refer Para No. 16.2.3)

DRAFT SPECIMEN OF PRESS NOTICE TO BE ISSUED AS A COMPOSITE ADVERTISEMENT

"The E.E. ..... Division, CPWD ..... invites on behalf of the President of India sealed item rate/percentage rate tenders from approved and eligible contractors of CPWD and those of appropriate list of ..... upto ..... on ..... for the following works at ..... .

S. No.	Name of work	Estimated cost	Earnest money	Time allowed	Last date of receipt of application and time	Time and date of opening of the tender
1.						
2.						
3.						

The earnest money should be deposited along with the tenders in the appropriate form as given in P.W.D. 6 attached with the tender documents."

In case of two bid tender where financial bid and technical bid are framed separately or in such other cases the above specimen may be suitably modified before issue.

Any officer violating the above instructions particularly regarding observing the economy will make himself liable for disciplinary action and matter dealt with seriously. Issue of above instructions may be taken seriously by all concerned.

Attention is also drawn to the economy instructions given in para 16.2.4.

Appendix - 18
(Para 16.5.2 & 16.5.7)

CRITERIA FOR PRE-QUALIFICATION OF CONTRACTORS AND EVALUATION OF PERFORMANCE

1. The criteria for pre-qualification to be inserted in Section-II (Information and Instructions for Applicants) and Section-III (Pre-qualification Information) of the Pre-qualification document and in the Press Notice shall be decided on the following lines:

(A) Para 2(a) of the Invitation to pre-qualify, 7.1 of Section-II and Form 'B' of Section-III

The 'month' shall be the month previous to the one in which the applications are invited.

(B) Para 2(a) of the Invitation to pre-qualify and Column 7.1 of Section-II

Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:

Three similar completed works (at least one of them should be in Central Government/Central Autonomous Bodies/Central Public Sector Undertakings) costing not less than the amount equal to 40% of estimated cost put to tender,

Or

Two similar completed works, costing not less than the amount equal to 50% of the estimated cost put to tender

Or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

"Similar nature of work" as proposed by the Chief Engineer shall be got approved from the ADG.

(C) Para 2(b) of the Invitation to pre-qualify and 7.2 of Section-II

Turnover: Average annual financial turn over on construction works should be at least 30% of contract value, during last 3 years ending 31st March of the previous financial year.

(D) Para 2(c) of the Invitation to pre-qualify and 7.3 of Section-II

Profit/loss: The date to be filled in this column should be 31st March of the previous financial year.

(E) Para 2(d) of the Invitation to pre-qualify and 7.5 of Section-II

Solvency certificate: The contractor should have a solvency of the amount equal to 40% of the estimated cost of the work.

(F) Para 7.8 of Section-II

Performance reports: The performance report of the contractor, to be obtained by him from client/EE in sealed cover and enclosed with the pre-qualification document, should be on Form 'D'. Before taking a final decision in the matter, the authority competent for pre-qualification or the evaluation committee constituted by him or any other representative of him, shall inspect the works of those applicants who otherwise pre-qualify or confidentially obtain reports from their client/EE.

(g) Para 8.1.2 of Section-II

Scoring Method for Evaluation: The scoring for evaluation mentioned in this column shall be done as given in Annexure-I. **This shall not to be made a part of the Pre-qualification document.**

2. For all works Pre-qualification criteria shall be based on above guidelines. However, for recorded reasons ADG may insert experience of particular categories of items like Stone Work, Metal False Ceiling, Basements, Form Works etc. as an additional Pre-qualification condition.

3. The above Pre-qualification criteria shall be applicable for normal Civil & Electrical Works in CPWD. For specialised works contained in section 17.3 of CPWD Works Manual, the Pre-qualification criteria shall be as under:

   (a) Details and expertise should be appended with the applications for issue of tender papers by intending tenderers.

   (b) Pre-qualification criteria should be indicated in the press notice and NIT for specialised items of works. The criteria may be decided by the officer approving the NIT.

   (c) The Pre-qualification criteria could be either in monetary terms and/or in terms of quantum of work, as may be decided by the authority approving the NIT.

4. For recorded reasons ADG shall have powers to Pre-qualify the Contractors for any particular work irrespective of its monetary value.

5. The Department reserves the right to restrict the list of approved contractors if too many applications are received satisfying the basic PQ criteria. Approval of DG(W) will be necessary for further restricting the list of pre-qualified contractors, based on request from clients.

ANNEXURE - I

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-QUALIFICATION

Attributes		**Evaluation**
(A) Financial strength criteria	- 20 marks	(i) 60% marks for minimum eligibility
(i) Average annual turn over eligibility	- 12 marks	(ii) 100% marks for twice the minimum criteria or more In between (i) & (ii) — on pro-rata basis
(ii) Solvency Certificate	- 8 marks	
(B) Experience in similar class of works criteria	(20 marks)	(i) 60% marks for minimum eligibility
eligibility		(ii) 100% marks for twice the minimum criteria or more In between (i) & (ii) — on pro-rata basis

(C) Performance on works (40 marks)

Parameter	Calculation For points	Score			Maximum Marks
1. Time over Run (TOR)					25
	if TOR =	1.00	2.00	3.00	>3.50
(a) Without levy of compensation		25	20	10	0
(b) With levy of compensation		25	10	5	0
(c) Levy of compensation not decided		25	15	5	0

TOR = AT/ST, where AT = Actual Time; ST = Stipulated Time

Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.

2. Quality			15
	(i) Very Good	15	
	(ii) Good	10	
	(iii) Fair	5	
	(iv) Poor	0	

(D) Personnel and Establishment (Max. 10 marks)

(i)	Graduate Engineer	3 marks for each
(ii)	Diploma holder Engineer	2 marks for each upto Max. 4 marks
(iii)	Supervisory/Foreman	1 mark for each upto Max. 5 marks.

(E) Plant & Equipment (Max. 10 marks)

(i)	Hooper Mixer	1 mark for each upto Max. 2 marks
(ii)	Vibrator	1 mark for each upto Max. 2 marks
(iii)	Truck/Tippers	2 marks for each upto Max. 4 marks

(iv)	Steel shuttering	2 marks for each upto 800 sqm upto maximum 4 marks
(v)	Pumps	Maximum 1 mark
(vi)	Special Equipment	(Marks to be fixed as per requirement).

PRE-QUALIFICATION DOCUMENT FOR CPWD WORKS

Press Notice

Central Public Works Department

Invitation to Pre-Qualify

1. The Executive Engineer ..... on behalf of the President of India invites pre-qualification applications from firms/contractors of repute for the following work:

S.No.	Name of work	Approx. cost	Period of completion

2. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.
   (a) Should have satisfactorily completed three works (at least one of them in Central Government/Central Autonomous Body/Central PSU) each costing Rs. ..... or one work costing Rs..... of the following nature during the last seven years ending last day of the month .....:

   .....
   (b) Should have had average annual financial turn over of Rs. ..... on construction works during the last three years ending 31st March ..... .
   (c) Should not have incurred any loss in more than two years during the last five years ending 31st March ..... .
   (d) Should have a solvency of Rs. ..... .
3. Desirous contractors may obtain pre-qualification document on request in writing from the Executive Engineer ..... on payment of Rs.250/- in cash, upto 3.30 PM on ..... .
4. Application for pre-qualification supported by prescribed annexures should be submitted in sealed envelope duly superscribed with the name of work and due date of opening. The applications will be received upto 3.00 PM on ..... and will be opened by the Executive Engineer or his authorised representative in his office on the same day at 3.30 PM.
5. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in CPWD. The department reserves the right to verify the particulars furnished by the applicant independently.
6. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.

Executive Engineer

……

SECTION I
BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which pre-qualification applications are invited are as under:

S.No.	Name of work	Approx. cost	Period of completion

2. The work is situated at .....
3. General features and major components of the work are as under:
   (i)
   (ii)
   (iii)
   (iv)
4. Work shall be executed according to General Conditions of Contract for Central P.W.D. Works available separately at printer's outlets. The applicant may obtain the address of the outlets from the Executive Engineer.

SECTION II
INFORMATION & INSTRUCTIONS FOR APPLICANTS

1.0 General:

1.1 Letter of transmittal and forms for pre-qualification are given in Section III.

1.2 **All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.**

1.3 The application should be type-written. The applicant should sign each page of the application.

1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting. Pages of the pre-qualification document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

1.5 References, information and certificates from the respective clients certifying suitability, technical know how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.

1.6 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification document unless it is called for by the Employer.

1.7 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in CPWD. If such applicant happens to be enlisted contractor of any class in CPWD, his name shall also be removed from the approved list of contractors.

1.8 The pre-qualification document in prescribed form duly completed and signed should be submitted in a sealed cover. The sealed cover superscribed "Pre-qualification document for ..... shall be received by the Executive Engineer, or his authorised representative upto 3.00 PM on ..... Documents submitted in connection with pre-qualification will be treated confidential and will not be returned.

1.9 **Prospective applicants may request clarification of the project requirements and pre-qualification document. Any clarification given by the Employer will be forwarded to all those who have purchased the pre-qualification document. No request for clarification will be considered after .....**

2.0 Definitions:

2.1 In this document the following words and expressions have the meaning hereby assigned to them..

2.2 **Employer:** Means the President of India, acting through the Executive Engineer .....

2.3 **Applicant:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.

2.4 **"Year"** means "Financial Year" unless stated otherwise.

3.0 Method of Application :

3.1 If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.

3.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

3.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

3.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 Final Decision Making Authority.

The employer reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

5.0 Particulars Provisional

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

6.0 Site Visit

The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

7.0 INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION

7.1 The applicant should have satisfactorily completed three works (at least one of them in Central Government/Central Autonomous Body/Central PSU) each costing Rs. ..... or two works each costing Rs. ..... or one work costing Rs. ..... of the following nature during the last seven years ending last day of the month ..... . For this purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Govt./Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

.....

.....

7.2 The applicant should have had average annual financial turn over (gross) of Rs. ..... on Civil/Electrical construction works during the last three years ending 31st March ..... . This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

7.3 The applicant should not have incurred any loss in more than two years during the last five years ending 31st March ....., duly certified by the Chartered Accountant.

7.4 The bidding capacity of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = A*N*2–B

Where,

A = Maximum value of construction works executed in any one year during the last seven years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which pre-qualification application has been invited.

B = Value of existing commitments and on going works to be completed during the period of completion of work for which pre-qualification has been invited.

7.5 The applicant should have a solvency of Rs. ..... certified by his Bankers.

7.6 The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.

7.7 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.

7.8 The applicant's performance for each work completed in the last 7 years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover.

8.0 EVALUATION CRITERIA FOR PRE-QUALIFICATION

8.1 For the purpose of pre-qualification, applicants will be evaluated in the following manner:

8.1.1 The initial criteria prescribed in para 7.1 to 7.5 above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinised and the applicant's eligibility for pre-qualification for the work be determined.

8.1.2 The applicants qualifying the initial criteria as set out in para 7.1 to 7.5 above will be evaluated for following criteria by scoring method on the basis of details furnished by them.

(a)	Financial strength (Form 'A')	Maximum 20 Marks
(b)	Experience in similar nature of Work during last five years (Form 'B')	Maximum 20 Marks
(c)	Performance on works (Form 'D')	Maximum 40 Marks
(d)	Personnel and Establishment (Forms "E" & "E-I")	Maximum 10 Marks
(e)	Plant & Equipment (Form 'F')	Maximum 10 Marks
	Total	100 Marks

To pre-qualify, the applicant must secure at least sixty percent marks in criteria (a) & (b) above (i.e. Financial Strength & Experience in works of similar nature), fifty percent marks in each of the other criteria and seventy percent marks in aggregate.

The department, however, reserves the right to restrict the list of pre-qualified contractors to any number deemed suitable by it.

8.2 Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

(a) made **misleading or false representation or deliberately suppressed the information** in the forms, statements and enclosures required in the pre-qualification document,

(b) record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

9.0 FINANCIAL INFORMATION

Applicant should furnish the following financial information:

Annual financial statement for the last five years (in Form "A").

10.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

10.1 Applicant should furnish the following:

(a) List of all works of similar class successfully completed during the last seven years (in Form "B").

(b) List of the projects under execution or awarded (in Form "C").

10.2 Particulars of completed works and performance of the applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (in Form "D").

11.0 ORGANISATION INFORMATION

Applicant is required to submit the following information in respect of his organisation (in Forms "E" & "E-I").

(a) Name & Postal Address, i/c Telephone & Telex Number etc.

(b) Copies of original documents defining the legal status, place of Registration and principal places of business:

(c) Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorised to act for the organisation.

(d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.

(e) Authorisation for employer to seek detailed references.

(f) Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "E-I").

12.0 CONSTRUCTION PLANT & EQUIPMENT

Applicant should furnish the list of construction plant and equipment including steel shuttering, centring and scaffolding likely to be used in carrying out the work. (in Form "F"). Details of any other plant & equipment required for the work (not included in Form F and available with the applicant may also be indicated.

13.0 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with pre-qualification document.

14.0 TENDER SUBMISSION

After evaluation of pre-qualification applications, a list of qualified agencies will be prepared. Thereafter, pre-qualified agencies only would be invited to submit tenders for the work.

15.0 AWARD CRITERIA

15.1 The employer reserves the right, without being liable for any damages or obligation to inform the applicant, to:

(a) amend the scope and value of contract to the applicant.
(b) reject any or all of the applications without assigning any reason.

15.2 Any effort on the part of the applicant or his agent to exercise influence or to pressurise the employer would result in rejection of his application. Canvassing of any kind is prohibited.

SECTION III
PREQUALIFICATION INFORMATION
LETTER OF TRANSMITTAL

From:

To

The Executive Engineer
.....

Subject: Submission of pre-qualification application for the work of .....

Sir,

Having examined the details given in pre-qualification press Notice and pre-qualification document for the above work, I/we hereby submit the pre-qualification document and other relevant information.

1. I/ We hereby certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorise the Executive Engineer ..... to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise Executive Engineer, ... to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/ We submit the following certificates in support of our suitability, technical know how and capability for having successfully completed the following works:

Name of work Certificate from

Enclosures.

Seal of applicant

Date of submission Signature(s) of Applicant(s)

FORM 'A'
FINANCIAL INFORMATION

I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).
Years

(i) Gross Annual turn over on construction works.
(ii) Profit/Loss

II. Financial arrangements for carrying out the proposed work.

III. The following certificates are enclosed:
(a) Current Income Tax Clearance Certificate.
(b) Solvency Certificate from Bankers of Applicant.

Signature Of Applicant(s)
Signature of Chartered Accountant with Seal

FORM 'B'
DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH .....

S. No.	Name of work/ project and location	Owner or sponsoring organisation	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/Name and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9 10

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Applicant(s)

FORM 'C'
PROJECTS UNDER EXECUTION OR AWARDED

S. No.	Name of work/ project and location	Owner or sponsoring organisation	Cost of work	Date of commencement as per contract	Stipulated date of completion	Uptodate percentage progress of work	SlowName and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9 10

Signature of Applicant(s)

FORM 'D'
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B" & "C"

1. Name of work/Project & Location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of start
6. Date of completion
   (i) Stipulated date of completion
   (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any.
8. Amount of reduced rate items, if any.
9. Performance Report
   (1) Quality of work — Very Good/Good/Fair/Poor
   (2) Financial soundness — Very Good/Good/Fair/Poor
   (3) Technical Proficiency — Very Good/Good/Fair/Poor
   (4) Resourcefulness — Very Good/Good/Fair/Poor
   (5) General behaviour — Very Good/Good/Fair/Poor

Dated: Executive Engineer or Equivalent

FORM "E"
STRUCTURE & ORGANISATION

1. Name & Address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal status of the applicant (attach copies of original document defining the legal status).
   (a) An Individual
   (b) A proprietary firm
   (c) A firm in partnership
   (d) A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested photocopy).

   Organisation/Place of registration **Registration No.**

   1.
   2.
   3.
5. Names and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation.
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organisation at any time? If so, give details.
10. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the applicant has specialisation and interest?
12. Any other information considered necessary but not included above.

Signature of Applicant(s)

FORM 'E-1'
DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S. No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Applicant(s)

FORM 'F'

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S. No.	Name of Equipment	Nos.	Capacity or Type	Age	Condition	Ownership status			Current Location	Remarks
						Presently owned	Leased	To be purcha-sed		
1	2	3	4	5	6	7	8	9	10	11

Earth moving equipment

1. Excavators (various sizes)

Equipment for hoisting & lifting

1. Tower crane
2. Builder's hoist

Equipment for concrete work

1. Concrete batching plant
2. Concrete pump
3. Concrete transit mixer
4. Concrete mixer (diesel)
5. Concrete mixer (electrical)
6. Needle vibrator (electrical)
7. Needle vibrator (petrol)
8. Table vibrator (elect./petrol)

Equipment for building work

1. Block making machine
2. Bar bending machine
3. Bar cutting machine
4. Wood thickness planer
5. Drilling machine
6. Circular saw machine
7. Welding generators
8. Welding transformers
9. Cube testing machines
10. M.S. pipes
11. Steel shuttering
12. Steel scaffolding
13. Grinding/polishing machines

Equipment for road work

1. Road rollers
2. Bitumen paver finishers
3. Hot mix plant
4. Spreaders
5. Earth rammers
6. Vibratory road rollers

Equipment for transportation

1. Tippers
2. Trucks

Pneumatic equipment

1. Air compressors (diesel)

Dewatering equipment

1. Pump (diesel)
2. Pump (electric)

Power equipment

1. Diesel generators

Any other plant/equipment

Signature of Applicant(s)

Appendix - 19
(Reference-para 17.1.1)

APPLICATION FORM

To,

The Executive Engineer,
Division,

Subject: Purchase of Tender documents.

Sir,

*I/We am/are registered with the CPWD as Class ..... contractor/contractors and our Registration No. is ..... It is certified that the said registration is valid as on date .....

2. *I/We am/are not registered with CPWD.

3. *I/We am/are registered contractors with MES/Railways/P&T/State PWD also. Particulars of the Authority, Class and tendered amount/limit upto which I/we am/are eligible to tender are furnished below:—

Authority	Class	Tendering Limit

It is certified (confirmed) that this registration/these registrations is/are valid as on date and we shall inform the department ourselves as soon as our registration expires or is cancelled/revoked.

The particulars of work done are furnished/enclosed (for State PWD contractors).

*I/We request that permission may be granted to me/us for the purchase of tender document for the work of .....

Yours faithfully,

(Contractor)*

(*Strike out inapplicable portion)

Appendix - 20
(Refer Para 34.1 & 17.3)

RULES FOR ENLISTMENT OF CONTRACTORS FOR SPECIALIZED ELECT. JOB.

Rules for Enlistment of Contractors in CPWD given in Appendix-34 for enlistment of contractors in Civil, Elect., Furniture, Horticulture and HVAC. Regarding enlistment of contractors for Specialized Elect. Jobs, i.e., DIESEL Generating Sets, Electrical Sub-stations, Lift/Elevators, Fire Alarm System and Fire Fighting Works, the rules and Annexures given in Appendix-34 shall be applicable.

The rules for Specialized Elect. Job shall be applicable from 01.12.2002 and shall supercede all Rules and Guidelines for approval of contractors for specialized elect. jobs. The contractors already approved on the basis of rules hitherto in force shall continue to enjoy the status equal to enlisted contractors of CPWD till the period of such approval including extension granted before coming into effect of these rules. However, in regard to all other matters and further revalidation of their approval enlistment, they shall be governed by these rules. Application received for enlistment upto 30.11.2002 shall be processed on the basis of existing rules.

1. Criteria required for enlistment in specialized elect. Jobs given in table enclosed.
2. For Inspection Team and Advisory Committee provision given in appendix-34 (Annexure-XI).
3. Contractor should submit an attested copy of valid electrical licence or an undertaking that he will strictly follow the Indian Electricity Rules 1956, while carrying out the electrical works, whichever is applicable.
4. The application for revalidation shall be processed as per procedure in appendix-34 except that the application for revalidation in specialized elect. jobs received upto 31.12.2002 shall however be accepted without any late fee

Diesel Generating Sets (D.G. Sets)	I	All over India DG(W)	Five Crore	Three works of not less than Rs. 50 lakhs each and each work should involve D.G. Sets of capa city not less than 250KVA and should be OEM and OEA of one or more reputed makes of engines and alternators	Solvency certificate of Rs. 1 Crore	One graduate Engineer (Electrical/Mechanical) having an experience of not less than three years or a Diploma (Electrical/Mechanical) qualified Engineer, with not less than seven years experience in the design, erection testing and commissioning of D.G. Sets	Rs.10,000
—do—	II	Region of CPWD ADG of Region	Fifty Lakhs	Three works of not less than Rs. 20 Lakhs each and each work should involve D.G. Sets of capacity not less than 100KVA and should be OEM and OEA of one or more reputed makes of engines and alternators	Solvency certificate of Rs. 50 Lakhs	One Graduate Engineer (Electrical/Mechanical) having an experience of not less than two years, or a Diploma (Electrical/Mechanical) qualified Engineer, with not less than five years experience in the erection testing and commissioning of D.G. Sets.	Rs.5,000
—do—	III	Zone of CPWD Chief Engineer of Zone For Delhi CE(E)I	Ten Lakhs	Three works of not less than Rs. 4 Lakhs each and each work shall involve D.G. Sets of capacity not less than 30 KVA	Solvency certificate of Rs. 5 Lakhs	Firm desiring enlistment in this class should have an Engineering Office capable of preparing estimates and submitting bills regularly for work done provided for in the contract. Their office should have sufficient technical personnel for preparing estimates and submitting tenders in an intelligent manner and for supervision of works.	Rs.1,000

5.

Electrical Sub-Stations	I	All Ove India DG(W)	Five Crore	Three works of not less than Rs. 50 Lakhs each involving transformer capacity of not less than 1000 KVA in each work.	Solvency certificate of Rs. 1 Crore	One Graduate Engineer (Elect./Mech.) having an experience of not less than three years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than seven years experience in the design,	Rs.10,000

						erection testing and commissioning of Sub-Stations.	
—do—	II	Region of CPWD ADG of Region	Fifty Lakhs	Three works of not less than Rs. 20 Lakhs each involving transformer capacity of not less than 500 KVA in each work	Solvency certificate of Rs. 50 Lakhs	One Graduate Engineer (Elect./Mech.) having an experience of not less than two years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than five years experience in the erection testing and commissioning of Sub-Stations.	Rs.5,000
Lifts/ Elevators	I	All over India DG(W)	Five Crore	Three works of not less than Rs. 50 Lakhs each. The firms should be original manufacturer on the date of application and should be maintaining atleast 100 lifts satisfactorily and should have maintenance centers atleast at 10 locations in India.	Solvency certificate of Rs. 1 Crore	One Graduate Engineer (Elect./Mech.) having an experience of not less than three years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than seven years experience in the design, erection testing and commissioning of Lifts/Elevators.	Rs.10,000
—do—	II	Region of CPWD ADG of Region	Fifty Lakhs	Three works of not less than Rs. 20 Lakhs each. The firms should be original manufacturer on the date of application and should be maintaining atleast 50 lifts satisfactorily and should have maintenance centres at least at 5 locations in India.	Solvency certificate of Rs. 50 Lakhs	One Graduate Engineer (Elect./Mech.) having an experience of not less than two years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than five years experience in the erection testing and commissioning of Lifts/ Elevators.	Rs.5,000
Fire Alarm System	I	All over India DG(W)	Five Crore	Three works of not less than Rs. 30 Lakhs each of fire Alarm System works	Solvency certificate of Rs. 1 Crore	One Graduate Engineer (Elect./Mech.) having an experience of not less than three years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than seven years experience in the design, erection testing and commissioning of Fire Alarm System.	Rs.10,000
—do—	II	Region of CPWD ADG of Region	Fifty Lakhs	Three works of not less than Rs. 15 Lakhs each of fire Alarm System works	Solvency certificate of Rs. 50 Lakhs	One Graduate Engineer (Elect./Mech.) having an experience of not less than two years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than five years experience in the erection testing and commissioning of Fire Alarm System.	Rs.5,000
Fire Fighting System	I	All over India DG(W)	Five Crore	Three works of not less than Rs. 20 Lakhs each of fire fighting System works	Solvency certificate of Rs. 1 Crore	One Graduate Engineer (Elect./Mech.) having an experience of not less than three years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than seven years experience in the design, erection testing and commissioning of Fire Fighting System.	Rs.10,000
—do—	II	Region of CPWD ADG of Region	Fifty Lakhs	Three works of not less than Rs. 10 Lakhs each of fire fighting System works	Solvency certificate of Rs. 50 Lakhs	One Graduate Engineer (Elect./Mech.) having an experience of not less than two years, or a Diploma (Elect./Mech.) qualified Engineer, with not less than five years experience in the erection testing and commissioning of Fire Fighting System.	Rs.5,000

Appendix - 21
(Reference-para 17.5)

GUARANTEE BOND

This agreement made this ..... day of one thousand nine hundered ..... between M/s ..... (hereinafter called the Guarantor of the one part) and the President of India (hereinafter called the Govt. of the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Contract) dated..... made between the Guarantor of the one part and Govt. of the other part, whereby the contractor, inter alia, undertook to render the Buildings and structures in the said contract recited completely Termite proof/water and leak proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain Termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other Contractor at the Guarantor's cast and risk and in the latter case the decision of the Engineer-in-charge as to the cost, recoverable form the Guarantor shall be final and binding.

That if the Guarantor fails to exceute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any, default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the Obligor ..... and by ..... for and on behalf of the President of India on the day, month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in the presence of—

1.

2.

SIGNED for and on behalf of THE PRESIDENT OF INDIA by ..... in the presence of—

1.

7. 2.

Appendix - 22.
(Reference Para 18.4.1.1)

TIME SCHEDULE FOR SCRUTINY OF TENDERS

Sl. No.	Classification of Tenders	Maximum time allowed for scrutiny and disposal in days				CW Board (if concerned)
		AE	EE	SE	CE	
1	2	3	4	5	6	7
1	Tenders within the powers of AE to award	7	—	—	—	—
2	Tenders within the powers of EE to award	—	15	—	—	—
3	Tenders to be accepted by SE	—	5	15	—	—
4	Tenders to be accepted by CE	—	5	—	25	—
5	Tenders to be accepted by ADG/DG/CWABoard	—	5	—	20	20

Note: The time schedule given above relates to tenders other than lump-sum tenders. For the latter type of tenders, two days more may be allowed at each stage.

Appendix - 23

(Referece-para 18.7.2)

CENTRAL PUBLIC WORKS DEPARTMENT

..... Zone

MEMO FORWARDING TENDERS TO CENTRAL WORKS BOARD

1. Name of Work .....
2. Ref. to Adm. Approval and Expenditure Sanction
   (i) Authority .....
   (ii) No. & Date .....
   (iii) Amount .....
   (iv) Proportionate amount available for the work included in the present tender .....
3. Ref. to Tech. sanction
   (i) Scope of work .....
   (ii) Authority .....
   (iii) No. & Date .....
   (iv) Amount .....
4. Scope of work for which tenders have been called for, clearly indicating the items omitted from the sanctioned estimate and how the omitted items shall be executed.
5. Ref. to approval of N.I.T.
   (i) Authority .....
   (ii) No. & Date .....
   (iii) Est. Amount put to tender .....
6. Ref. to publicity:
   (i) Date on which notice inviting tenders was placed on notice board in Divisional Office .....
   (ii) Date on which it was circulated to other offices .....
   (iii) Name of Newspapers (with date) in which the Notice inviting tenders was actually advertised. .....
7. (i) The date and time at which tenders were due to be received in Divisional Office .....
   (ii) Postponed Date and time, if any .....
   (iii) Reasons for postponement .....
   (iv) Reference to publicity in regard to postponement of tenders .....
8. The date from which tenders were available for sale to contractors .....
9. Particulars of contractors to whom tenders were sold. Quote authority for issue of tenders to contractors not eligible to tender in remarks column.

	Name of Contractor	Class in which registered	Department in which enlisted	Date of issue of tenders	Remarks
	1	2	3	4	5
(i)					
(ii)					
(iii)					
(iv)					
(v)					

10. Opening of tenders
    (i) Date and time at which tenders were due to be opened .....
    (ii) (a) Date and time at which tenders were actually opened .....
    (b) Name & Designation of Officer who actually opened the tenders .....
    (iii) Names of contractors present at the time of opening of tenders .....

(iv) Name and designation of any other person present .....

(v) Have all the contractors, if not exempted, deposited earnest money in proper form? .....

11. List of persons who tendered for the job, with their tendered amount

Name of Contractor	Tendered amount percentage above or below	Net tendered amount after negotiations, if any.
1	2	3

12. Justified percentage as worked out by CE .....

13. Date on which validity/extended validity of tender of lowest expires .....

14. Important information

(i) Availability of site .....

(ii) Availability of stipulated materials .....

(iii) Approval to layout plan .....

(iv) Aproval to bldgs. plans clearance from DUAC/Local body .....

(v) Comments on the capabilities of lowest tenderer including financial and technical resources .....

(vi) List of works in hand with lowest tenderer indicating the name of works tendered amount date of start stipulated period, progress made, and remarks .....

(vii) Is this the first call of tenders? If not, details of previous calls and results .....

(viii) Availability of funds .....

(ix) Justification .....

(x) Any other information* .....

15. Reference to forwarding of tenders by the Executive Engineer to the Chief Engineer No. & date .....

16. Recommendations of the Chief Engineer .....

Chief Engineer

Shri .....

Secretary, Central Works Board,

U.O. No. .....

*Details of tenders for similar works in the nearby area accepted in the past.

Appendix - 24
(Reference-Para 21.8)

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this ..... day of ..... Two thousand and ..... between ..... son of ..... of ..... (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated ..... and made between the GUARANTOR OF THE ONE part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

(a) misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
(b) alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
(c) the decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute the water proofing or commits breach thereunder then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these present have been executed by the Obligor ..... and by ..... and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in the presence of—

1.
2.

SIGNED for and on behalf of THE PRESIDENT OF INDIA by ..... in the presence of—

1.

2.

Appendix - 25

(Reference-para 22.7.1)

FORM OF SUPPLEMENTARY AGREEMENT

This Agreement made this day the ..... 20..... between ..... hereinafter called the First Party which expression shall include his heirs, executors and administrators/their successors and assigns and the President of India through hereinafter called the Second Party, which expression shall include his successors and assigns, shown as under :

(1) That this Agreement shall be called as Supplementary Agreement to the Agreement No. ..... relating to the construction of ..... entered into by the parties to this Agreement.

(2) That WHEREAS the first Party has substantially completed the execution of the work described in and coverd by the Agreement No. ..... except the items mentioned in the Schedule annexed to this Agrement and whereas the items of the work mentioned in the Schedule annexed to this agreement cannot now be executed on account of non completion of the sanitary work, electric installation and some other work; and whereas both the parites are desirous that the items mentioned in the Schedule annexed to this Agreement should be executed by the First Party after the completion of the sanitary work, electric installation and some other work, it is hereby further agreed as under :

(a) That First Party shall and will execute the work covered by the items mentioned in the Schedule annexed to this Agreement at the rates and as per the terms and conditions of the orginal Agreement No. ..... whatsoever called upon to do so by the Engineer-in-Charge, within a period of one year from the date hereof.

(b) That the First Party shall have absolutely no claim of whatsoever nature against the Second Party for doing the work mentioned in the Schedule annexed to this Agreement as required under clause (a) above, except that which he would be entitled to under the original Agreement No. .....

(c) That the First Party shall have to execute all the items which the Engineer-in-charge consider necessary.

(d) That the First Party shall start with the work of the remaining items mentioned in the Schedule annexed to this Agreement within ..... days from ..... on the receipt of a letter to the effect from the Engineer-in-Charge or from any date fixed in the said letter and shall complete the said work within the time fixed by the Engineer-in-Charge or as extended by him from time to time.

(e) That on the due execution and completion of this Agreement by the parties, the bill of the First Party in relation to the work already done by him under the Orginal Agreement No..... shall be provisionally finalized by the Second Party and payment on account, if any amount due, shall be made to the First Party provided that the Second Party shall have a right to retain such amount as is considered reasonable by him as a security for the execution of the work mentioned in the Schedule annexed to this Agreement and the Second Party shall have right to deal with the said amount of security as he thinks proper under the terms and conditins of the Original agreement. Further, on the due execution and original completon of this agreement, the First Party shall be entitled to claim back his security deposit relating to the work in question, subject to the right of the Second Party to retain such amount as he thinks resonable as mentioned above soon after the maintenance period of three months or six months, as the case may be mentioned in clause of the original agreement, is over.

(f) That the final bill relating to the entire work under the two agreements shall be prepared after the completion of the entire work covered by Agreement No. ..... and this Agreement.

(3) Except as modified by this Agreement the said Agreement No. ..... shall remain in full force and effect.

IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURE ON THIS DAY THE .....

Appendix - 26
(Reference-para 24.1)

SAMPLE FORM FOR SITE ORDERS BOOK

Name of work ..... Date of commencement/period for completion .....

Sl. No.	Remarks of the Inspecting Officer or contractor	Action taken and by whom	Remarks
1	2	3	4

Appendix – 27

(Reference-para 25.6.4)

CEMENT REGISTER

Date of Receipt	Quantity received	Progre-ssive total	Date of issue	Quantity issued	Items of work for which issued	Quantity returned at the end of the day	Total issues	Daily balance at hand	Contrac-tor's initial	JE's initial	Remarks Asstt Engineer/ Executive Engi-neer at periodi-cal checks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix - 28

(Reference-para 28.9)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

PART - I

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously :
   (a) Ist extension vide EE's No. Dated Month Days
   (b) 2nd extension vide EE's No. " " "
   (c) 3rd extension vide EE's No. " " "
   (d) 4th extension vide EE's No. " " "

   Total extension previously given.
9. Reasons for which extension have been previously given (Copies of the previous applications should be attached)
10. Period for which extension is applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
    (a) Serial No.
    (b) Nature of hindrance
    (c) Date of occurrence
    (d) Period for which it is likely to last
    (e) Period for which extension required for this particular hindrance
    (f) Overlapping period if any, with reference to item.....
    (g) Net extension applied for
    (h) Remarks, if any.

    Total period on account of hindrances mentioned above ..... Month ..... Days
12. Extension of time required for extra work
13. Details of extra work and the amount involved:—
    (a) Total value of extra work
    (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12

Submitted to the Sub-Divisional Officer .....

Signature of Contractor

Dated

APPLIATION FOR EXTENSION OF TIME

PART II

(To be filled in by the Sub-Divisional Office)

1. Date of receipt of application from .....
   Contractor for the work of ..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No. ..... dated
3. Remarks of S.D.O. on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommended the extension, reasons for rejections should be given.

Signature of Divisional Officer

Dated

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
2. Executive Engineer's remarks regarding hindrances mentioned by the Contractor.
   (i) Serial No.
   (ii) Nature of hindrance
   (iii) Date of occurrence
   (iv) Period for which hindrance is likely to last
   (v) Extension of time applied for by the contractor
   (vi) Overlapping period, if any, giving reference to items which overlap
   (vii) Net period for which extension is recommended
   (viii) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Executive Engineer's recommendations. The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under Clause 2 of the agreement.

Signature of Executive Engineer

Date

SE's recommendations

Signature of Superintending Engineer

Date

Chief Engineer's Recommendations

Signature of Chief Engineer

Date

Appendix - 29
(Reference-para 28.15.1)

PROFORMA FOR EXTENSION OF TIME

To

Name.....
Address of the Contractor.....
.....
.....

Subject :

Dear Sir (s),

Reference your letter No. ..... dated ..... in connection with the grant of extension of time for completion of the work .....

The date of completion for the above mentioned work is ..... as stipulated in the agreement dated the .....

Extension of time for completion of the above mentioned work is granted upto ..... without prejudice to the right of the Government to recover liquidated damages in accordance with the provision of Clause 2 of the said agreement dated the .....

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

for and on behalf of the President of India

Engineer-in-Charge

Appendix - 30
(Reference-para 28.20)

PROFORMA FOR INTIMATING THE CONTRACTOR REGARDING LEVY OF COMPENSATION UNDER CLAUSE 2

To

Name.....
Address of the Contractor.....
.....
.....

Subject :—

Dear Sir(s),

The date of completion for the above mentioned work was ..... as stipulated in the agreement ..... (here give the number and date etc. of the agreement).

Extension of time for completion of the above mentioned work was granted by the Engineer-in-Charge upto ..... without prejudice to the right of the Government to recover liquidated damages in accordance with the provisions of Clause 2 of the said agreement.

In exercise of the powers conferred on me under Clause 2 of the agreement, I ..... the Superintending Engineer decide and determine that you are liable to pay Rs. ..... as and by way of compensation as stipulated in Clause 2 of the agreement. The said amount of compensation is hereby levied on you for the period of ..... and at the rate of ..... as determined by me of the estimated cost of the work shown in the agreement and you are hereby called upon to pay the same to the Government within ..... (here mention the period) failing which the said amount shall be recovered by the Government from your security deposit lying with the Government.

Yours faithfully,

Superintending Engineer

Appendix - 31
(Reference-para 29.1.3)

Bill Book of ..... Division for the year .....

Sl. No. of item	Date of receipt	Name of Sub-Division to which the bill pertains	Name of work	Name of Contractor	Amount of the bill	Reference to M.B.			Date of preparation of bill by the S.D.O.
						No.	Page or Pages	Date of recording measurements	
						A	B	C	
1	2	3	4	5	6	7	8		

Date of completion of work if final bill	Date of last payment, if a running acctt. Bill	Signature of receiving Clerk in Division	Date on which cheque is drawn	Signature of the Cashier	Date of return of M.B. to Sub-Divn.	Ref. in each voucher No. and date	Initial of Divisional Acctt.	Remarks
9	10	11	12	13	14	15	16	17

Appendix - 32
(Reference-Para 32.2)

SHOW CAUSE NOTICE UNDER CLAUSE 3 OF THE AGREEMENT

To

Dear Sir(s)

Sub: Agreement No. .....

WHEREAS it appears to the undersigned that by reason of your wrongful delay or suspension of work or slow progress, the work entrusted to you under the agreement referred to above will not be completed/has not been completed within the stipulated/extended date of completion.

Therefore, I, in exercise of the powers conferred on me by the aforesaid agreement, for and on behalf of the President of India hereby give you notice to show cause within ..... to my satisfaction why an action under sub-clause 3(a) and/or 3(b) and/or 3(c) of the above agreement will not be taken against you on account of the breach of contract on your part. Please note that in case no cause is shown by you within the stipulated period or the cause shown is not to my satisfaction, I shall take such actions against you as are contemplated under clause 3 and sub-clauses thereunder of the said agreement and/or other clauses thereof, without further notice.

Yours faithfully

(Designation)

For and on behalf of the President of India

Appendix - 33

[Reference-Para 32.2]

NOTICE ON FINAL ACTION UNDER CLAUSE 3 OF THE AGREEMENT

To,

.....

.....

Subject: Name of Work .....

Agreement No. .....

Dear Sir(s),

Whereas under Clause 3 of the aforesaid agreement the Engineer-in-charge shall have powers to take action under one or more of the sub-clause 3(a), 3(b) & 3(c) in the event of dalay or suspension in the execution of the aforesaid work by the contractor so that in the opinion of the Engineer-in-Charge (which shall be final and binding) the Contractor will be unable to secure completion of the work by the stipulated/have already failed to complete the work by the extended* date of completion whereas you have delayed/suspended the execution of the aforesaid work and as per the opinion of the undersigned, the Engineer-in-Charge (which is final and binding), you will be unable to secure completion of the work by the stipulated/have already failed to complete the work by the extended* date of completion and, and whereas you were served with a show cause notice in this regard under this office No. ..... date ..... which has not been replied to the satisfaction of the Engineer-in-Charge by the date specified in the show cause notice, therefore under powers delegated to me under sub-clause 3(a), 3(b) & 3(c) I ..... the Engineer-in-Charge for the aforesaid work under the aforesaid agreement, for and on behalf of the President of India, hereby.....

(a) Determine/rescind the contract as aforesaid upon which determination/rescission your security deposit stands absolutely forfeited to the Government, and

(b) Undertake to employ labour paid by the CPWD and to supply materials to carry out the work/part of the work debiting your accounts with the cost of the labour and the price of the materials (the amount of cost price certified by the Engineer-in-Charge shall be final and conclusive against you) and crediting your account with the value of work done in all respect in the same manner and at the same rates as if it has been carried out by yourself under the terms of your contract provided that if the expenses incurred by the department are less than the amount payable to you at your agreement rate, the difference shall not be paid to you, and/or

(c) Take out such part of the work out of your hand, as remians unexecuted, for giving it to another contractor to complete the same in which case any expenses which may be incurred in excess of the sum which would have been paid to you if the whole work had been executed by you in terms of the agreement (the amount of excess certified in writing by the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by you on demand/or may be deducted from any money due to you by Government under this contract or any other contract whatsover or from security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be without prejudice to the right of the Government to realise said excess amount by suit or otherwise. You are also hereby served with notice to the effect that the work executed by you will be measured up on ..... for which you are asked to attend for joint measurement failing which the work will be measured by the department unilaterally in your absence and result of measurement will be final and will be binding on you.

This is without prejudice to Government's right to take action under any other clauses or sub-clauses of the agreement and to realise Government dues and losses and damages whatsoever under such clauses or sub-causes.

Yours faithfully,
Engineer-in-Charge
Executive Engineer
..... Division.
for and on behalf of the President of India

*Score out which is not applicable.

Appendix - 34

(Refer para 34.1)

RULES FOR ENLISTMENT OF CONTRACTORS IN CPWD, 2001

1.0 Title

These rules shall be called the "Rules of Enlistment of Contractors in CPWD 2001" and shall come into force with effect from the 1st day of April, 2001.

2.0 Short Title

Hereinafter these rules shall be referred to as "Enlistment Rules 2001" for the sake of brevity.

3.0 Repeal and Saving

All rules regarding enlistment/revalidation of contractors in CPWD existing before coming into force of Enlistment Rules, 2001 are repealed. Notwithstanding such repeal, the contractors already enlisted on the basis of rules hitherto in force shall continue to enjoy the status of enlisted contractors of CPWD till the period of such enlistment, including revalidation/extension granted before coming into effect of the Enlistment Rules, 2001, expires. However, in regard to all other matters and further revalidation of their enlistment/revalidation, they shall be governed by the Enlistment Rules, 2001. Applications received for enlistment/revalidation upto 30th March, 2001 shall be processed on the basis of existing rules.

4.0 Applicability

Any Indian Individual, Sole Proprietorship Firm, Partnership Firm, Public Limited Company or a Private Limited Company is entitled to get enlistment as a contractor in CPWD under these Rules provided the eligibility criteria and other conditions are satisfied. The enlisted contractors have to abide by all the rules made herein and as amended from time to time during the currency of their enlistment.

4.1 No individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of contractors; or demoted to lower class; or having business banned/ suspended by any government department in the past; or convicted by a court of law shall be entitled for enlistment.

4.2 No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CPWD either as contractor or as employee of a contractor for a period of two years after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the name of the contractor shall be removed from the list of enlisted contractors.

4.3 A contractor is permitted to have enlistment in more than one category and under more than one enlistment authority but not in more than one class of the same category in CPWD.

4.4 A contractor is not permitted to have enlistment in more than one name.

4.5 A partner of a firm or a director of a company enlisted as a contractor, cannot be a partner/director in any other enlisted firm/company.

5. Scope

The enlistment of a contractor in CPWD shall only entitle him to be considered for issue of tender papers subject to the conditions laid down in each individual Notice Inviting Tenders. It shall not confer any right on him either to be necessarily issued the tender papers or for award of work.

6. Enlistment Procedure

6.1 The contractor shall have to submit the application in a prescribed form (Annexure-I) to the enlistment authority, complete with all documents as per Annexure II.

6.2 Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.

6.3 Subject to the eligibility criteria and other conditions laid down in the Enlistment Rules, 2001, if the decision regarding enlistment is not conveyed within six months of date of receipt of application, for any reason not attributable to the contractor, a provisional enlistment for one year may be granted to the contractor. Such provisional enlistment may be cancelled without any notice if the contractor is found until for enlistment in the Department.

6.4 The enlistment authority shall have the right to independently verify the details furnished by the contractor and to get work done by the contractor inspected and/or to get such other reports as may be considered necessary.

6.5 If the establishment authority finds the contractor suitable for enlistment it shall issue the enlistment order and, otherwise, send a letter of rejection of the application to the contractor. The decision of the enlistment authority shall be final and binding on the contractor.

6.6 Notwithstanding above procedure, if the applicant contractor for Class V (Civil), Class-IV (Elect.) and Class-IV (Furniture) does not have the required experience, he shall be enlisted provisionally for one year during which he shall have to secure work of required magnitude to become eligible for regularisation of the enlistment. On satisfactory completion of the work his enlistment may be regularised for five years from the date of initial provisional enlistment depending upon his performance on the work. In case the contractor is not able to secure any work in CPWD during the year, his enlistment shall be cancelled and he shall be debarred from applying afresh for enlistment for three years.

7. Period of enlistment

The enlistment shall be valid for a period of five years. The enlistment can, however, be revalidated in accordance with rules in this regard. Each revalidation shall be for a period of five years from the date of expiry of the previous enlistment/revalidation. The enlistment shall be open to review by the enlistment authority and liable to termination, suspension or any other such action at any time if considered necessary by the enlistment authority, after issue of show cause notice.

8.0 Categories and Classes

The enlistment shall be done in the categories and classes mentioned in Table-1.

9.0 Jurisdiction and Tendering Limits

The jurisdiction in which contractors enlisted in various categories and classes shall be permitted to tender and the tendering limit upto which they shall be eligible to tender shall be as given in Table-1. Northern Region shall include Delhi Region also. The contractor shall be governed by the provisions existing at a particular point of time irrespective of when he was enlisted.

10.0 Authorities for Enlistment

Enlistment in different categories and classes shall be done by different authorities. These are identified in Table-1.

11.0 Eligibility Criteria

The contrctors shall have to satisfy the minimum eligibility criteria specified in Table-1, before they can be considered for enlistment.

11.1 The criterion for experience shall be the completion of three or two works, as the case may be, of prescribed nature and magnitude executed on contract basis, during the last five years. The works should have been executed in the same name and style in which the enlistment is sought.

11.2 The financial soundness shall be judged on the basis of the solvency certificate or the working capital certificate, as the case may be, issued by the Bankers of the contractor on the format prescribed in Annexure-V. Such certificate shall be issued by a scheduled bank and shall be submitted, in original, in a bank sealed cover, addressed to the enlistment authority.

11.3 The criteria for the experience and financial soundness existing on the date of receipt of application by the enlistment authority shall be the governing criteria for the applicant. Table-1 indicates the criteria as at present.

12.0 Enlistment Fee

The contractor shall have to pay a non-refundable enlistment fee by crossed Demand Draft drawn in favour of the authority authorised by enlisting authority. For various categories and classes of enlistment, the fee is prescribed in Table-1. This fees is to be submitted alongwith application form to the enlisting authority.

13.0 Income Tax Clearance

The contractor shall produce a valid Income Tax Clearance Certificate (ITCC) alongwith his application for enlistment. After enlistment, he shall have to apply to the Income Tax department for issue of ITCC in the month of May every year and submit the same or an attested copy thereof to the enlistment authority by the end of June every year. Failure to submit the ITCC in this manner without any justifiable reason will render the contractor liable to be removed from the approved list of contractors. In case of partnership firms, the names of all the partners should be mentioned in the ITCC.

14.0 Electrical Licence

The contractors of Electrical Category shall have to produce valid electrical licence from the competent authority in the name of the contractor. They shall keep valid licence throughout the period of enlistment by getting it renewed at suitable intervals and submit an attested copy of the same to the enlistment authority after each renewal. For applying for tenders for a work in any state they shall have to possess electrical licence valid for that state.

15.0 Change in Constitution of Firm

The contractor/firm shall not modify the existing partnership or enter into any fresh partnership without the prior approval of the enlistment authority. Such proposal, if any, shall be submitted in advance giving full details of the intended partnership/sole proprietorship along with the draft partnership deed/affidavit and documents as per Annexure-VI. Any change in status of the contractor as an 'Individual' or in constitution of the firm without prior approval of the enlistment authority will render the contractor/firm liable to be removed from the approved list of contractors.

15.1 If a firm is converted in two or more firms by any action of its partners, the new firm(s) or any separated partner(s) in his(their) individual/joint capacity shall have to apply for the enlistment afresh on the basis of work exprince gained as a separate entity.

15.2 If new partners are taken in the firm, each new partner shall have to satisfy the eligibility conditions mentioned in Rule 4.0.

15.3 If the number of original partners of a firm reduces to less than half due to any reason including death of partner(s) the enlistment of the firm shall be withdrawn.

16.0 Change in Address

(a) While applying the enlistment, the contractor should mention address of his Registered Office as well as Head Office, if different. All documents i.e. ITCC, Solvency Certificate, Electrical license etc. should bear one of the above addresses, otherwise the same shall not be accepted.

(b) The contractor shall intimate the change, if any, in any of the above addresses, in advance or maximum within one month of such change. Failure to do so may result in removal of his name from the approved list of contractors.

17.0 Near Relatives Working in CPWD

Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Superintending Engineer and Junior Engineer (both inclusive) in the Central Public Works Department will not be allowed to tender for works if the circle responsible for award and execution of contract is the one where the near relative is working. For this purpose a near relative shall mean wife, husband, parents, grand parents, children, grand children, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.

18.0 Review of Approved List of Contractors

The contractor shall be required to secure works of appropriate magnitude in CPWD during the revalidation/enlistment period. Contractors shall be liable to be weeded out for non-observance of enlistment rules. For this purpose the enlistment authoity shall have the power to periodically review the approved list of contractors.

19.0 Revalidation of Enlistment

The validity of initial enlistment of the contractor shall be as given in para 7.0. It shall, however, be revalidated on merits if desired by the contractor. Only the contractor who has secured at least one work of appropriate magnitude in CPWD, PWD (NCTD) or CCU of Ministry of Environment & Forest during the period of enlistment or last revalidation period of enlistment as the case may be, shall be considered for revalidation.

A work completed/secured as an associate contractor of the main contractor, to whom a composite contract was/has been awarded, shall also qualify for consideration of revalidation.

19.1 Application for Revalidation

19.1.1 The contractor shall apply for revalidation of his enlistment in the prescribed form "Annexure VIII" alongwith all documents as per Annexure IX, so as to reach the enlistment authority at least 6 months before the expiry of his enlistment. The Revalidation application with all documents shall however be accepted upto the date of expiry of enlistment with late fee. The late fee in the manner prescribed above shall apply to the contractors whose date of expiry of enlistment is 1.1.2002 and beyond. For cases with expiry date earlier than 1.1.2002, the late fee shall not be charged so long the contractor has applied for revalidation upto the date of expiry of his enlistment.

19.1.2 In cases where the application is received after date of expiry of enlistment/revalidation, but within three months of expiry, the application can be accepted with double the late fee. Applications received, thereafter, shall not be accepted and contractor should apply for fresh enlistment, as per rules.

19.1.3 Late fee shall be Rs.10000/- for class I and Rs.5000/- for other classes. This is payable in the form of Demand Draft in favour of the authority, as authorised by enlisting authority.

19.1.4 On receipt of application for revalidation complete in all respect and with all necessary documents, provisional extension upto six months from the date of expiry of enlistment/date of issue of order, whichever is later, may be issued.

20.0 Performance Reports

20.1 The Contractor should fill the details of each of the work, of appropriate magnitude, secured by him during the last revalidation/enlistment period, in the proforma as given in Annexure VII.

20.2 The list should include all works secured by him during the above mentioned period. In case, the contractor hides any information, his revalidation will be liable to be cancelled.

20.3 The contractor should fill up the details in the proforma as given in Annexure-II, in duplicate. For each work, separate proforma should be filled. One copy of all the proformas should be given to the concerned Executive Engineer of the division, in which the work was executed and the acknowledgement obtained on the second copy of the proforma. This 2nd copy should then be submitted to the enlisting authority alongwith the application for revalidation.

20.4 The Executive Engineer should fill up the proforma and submit to the Enlisting Authority through his SE, within two weeks of receipt of proforma.

21.0 Revalidation Procedure

The revalidation shall be done on the basis of review of the performance of the contractor pertaining to the period of enlistment/revalidation. Cases shall be categorised and action taken as below:

(i) Category 'A' Enlistment of such contractors, who secure work(s) of appropriate magnitude during the period of enlistment/revalidation shall be considered for revalidation for a period of five years subject to evaluation of their performance.

(ii) Category 'B' Enlistment of contractors, who secured work(s) of appropriate magnitude recently in the final year of their enlistment, because of which the performance cannot be properly judged, shall be extended for one year for watching the performance and then revalidated for four years, if found satisfactory.

(iii) Category 'C' A contractor who could not secure any work during the enlistment period but submitted three or more tenders (out of which at least 2 tenders should be during the first four years of enlistment/revalidation) for works of appropriate magnitude shall be eligible for extension of enlistment for one year, provided he was among the three lowest tenderers in at least one work, so as to enable him to try to secure at least one work. After one year, he shall be regulated in the following manner:

(a) If he has not been able to secure any work of appropriate magnitude during the extended one year, his enlistment shall stand cancelled and he shall be entitled to apply for fresh enlistment only after one year of expiry of his extended enlistment.

(b) If he has secured at least one work of appropriate magnitude during the extended one year, he shall be granted extension of one more year so as to watch his performance. After this one year, when his performance report is available, the same shall be evaluated and if found satisfactory, the enlistment shall be revalidated for three years.

For the purpose of (iii) above, the contractor should submit certificate in original from the concerned Executive Engineer in the proforma as given in Annexure X.

22.0 Contractor's Obligations

The Contractor should fulfil all his obligations under these rules in time and manner as specified, failing which he shall be liable for the action as mentioned therein. Some of the obligations are summarised below:

(a) Prior approval shall be obtained from the enlisting authority before changing the constitution of the firm/company.

(b) Intimation of change of address should be given in advance or within one month.

(c) He should obtain valid electrical license for the state in which he wants to tender.

(d) He should secure at least one work of specified magnitude during the period of enlistment/revalidation.

(e) He shall abide by these rules.

(f) He should not indulge in unethical practices.

(g) He shall execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.

23.0 Disciplinary Actions

The contractor shall have to abide by all the rules of enlistment and also by the terms and conditions of the contract and the Notice Inviting Tenders. He shall have to execute the works satisfactorily, on time and with good quality. The enlisting authority shall have the right to

demote a contractor to a lower class, suspend business with him for any period, debar him or remove his name from the approved list of contractors after issue of show cause notice. Decision of the department shall be final and binding on the contractor. The following actions of the contractor shall, in general, make him liable to disciplinary actions:

23.1 Demotion to a lower class

The contractor shall be liable to demotion to a lower class, by the enlisting authority, if he:

(a) fails to execute a contract or executes if unsatisfactorily or is proved to be responsible for constructional defects; or
(b) no longer has adequate equipment, technical personnel or financial resources; or
(c) is litigious by nature; or
(d) violates any important condition of contract; or
(e) is responsible for a conduct which may justify his demotion to a lower class.

23.2 Suspension of business

The enlistment authority may suspend business with a contractor for indefinite period where, pending full enquiry into the allegations, the enlistment authority is prima facie of the view that the contractor is guilty of an offence in relation to business dealings which, when established would result in his removal/banning business and it is not considered desirable to entrust new works or continue business with the contractor.

23.3 Removal from the approved list

The name of the contractor may be removed from the approved list of contractors, by the enlisting authority, if he :

(a) has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
(b) is proved to be responsible for constructional defects in two or more works; or
(c) persistently violates any important conditions of the contract; or
(d) fails to abide by the conditions of enlistment; or
(e) is found to have given false particulars at the time of enlistment; or
(f) has indulged in any type of forgery or falsification of records; or
(g) changes constitution of the firm or Individual without prior approval of the enlistment authority; or
(h) changes permanent address/business address without intimation to the enlistment authority; or
(i) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
(j) persistently violates the labour regulations and rules; or
(k) is involved in complaints of serious nature received from other departments which prima facie appear to be true; or
(l) defaults in settlement of tax dues like income tax, Contract tax, sales tax, octroi duties etc.

24.0 Revision of the Rules

DG (W) CPWD may modify, add, delete and/or change any of the above rules and same shall be binding on all enlisted contractors.

TABLE – 1

Category	Class	Jurisdiction & Enlistment Authority	Tender-ing limit*	Past Experience of completed works in last 5 years	Financial Soundness	Engineering Establishment	T&P/Machinery	Enlistment Fee
1		2 3	4	5 6	7	8 9		
Civil	I*	All over India DG(W)	Rs. 5 Crores	Three works of Rs. 60 lakhs each. At least two works should be building works For 'Roads only', at least two works should be road works.	Solvency certificate of Rs. 2 Crores	Two graduate engineers(C) with minimum experience of 3 years each. One diploma holders(C) with minimum 5 years experience.	Steel centring & Shuttering ing 3000 sqm.; Builder's hoist 2 nos. Concrete mixers of full bag capacity 5 Nos. Vibrators 10 nos. 'For Roads only' Hot mix plant of at least 30 Tonnes per hour capacity 1 no. Paver finishers 2 nos. Road rollers 5 nos. Trucks/Tippers 5 nos.	Rs.10,000
	II	Region of CPWD ADG of Region [For Delhi ADG(NR)]	Rs. 1 Crore	Three works of Rs. 25 lakhs each. At least two works should be building works. For 'Roads only', at least two works should be road works.	Solvency certificate of Rs. 60 lakhs	One graduate engineers(C) with minimum experience of 3 years each. One diploma holders (C) with 3 years experience.	Steel centring shuttering 2000 sqm. Concrete mixers of full bag capacity 3 nos. Vibrators 6 nos. For 'Roads only' Hot mix plant of at least 30 tonnes per hour capacity 1 no. Paver finisher 1 no. Road rollers 3 nos. Trucks/Tippers 3 nos.	Rs. 5,000
	III	Zone of CPWD Chief Engineer. [For Delhi CE(NDZ)III]	Rs. 40 lakhs	Three works of Rs. 10 lakhs each. At least one work should be building work.	Solvency certificate of Rs. 25 lakhs	One graduate engineer(C) with minimum experience of 3 years.	Steel centring shuttering 1000 sqm Concrete mixers of full bag capacity 2 nos. Vibrators 3 nos.	Rs.5,000
	IV	Zone of CPWD Chief Engineer [For Delhi CE(NDZ)III]	Rs. 15 lakhs	Three works of Rs. 3 lakhs each.	Solvency certificate of Rs. 10 lakhs	One diploma holder (C) with minimum experience of 3 years		Rs.1,000
	V	Circle of CPWD Superin-tending Engineer. [For Delhi SE(DCC)]	Rs. 5 lakhs	Two works of Rs.50,000 each of one work of Rs.1 lakh. See also Rule 6.0	Certificate for working capital of Rs. 50,000 for at least last six months.			Rs.1,000
Electrical	I	All over India DG(W)	Rs. 5 Crore	Three works of Rs.10 lakhs each. At least one work should be of inter-nal electrification of buildings.	Solvency certificate of Rs. 50 lakhs	One graduate engineer (E/M) with minimm experience of 5 years. Two diploma holders (E/M) with minimum experience of 5 years	Steel/Aluminium ladder 1.5m to 8 m; Chase cutting mach-ines, Torque wrench for nut/ bolts/screws; Primary & secon-dary injection equipment, dielectric strength testing equipment, magnetic dial indicator for alignment; Con-duit die set; Pipe vice; Bench vice; LT Meggar 500 volts & HT Meggar 5000 volts; Tong Tester, Multi-meter; Hydraulically operated & hand operated crimping machines. Earth tester, Portable drilling machine; Overhead conduit puller.	Rs. 10,000

							Test Bench for light fittings & MCB DB.	
	II	Region of CPWD ADG of Region [For Delhi ADG(NR)]	Rs. 20 lakhs	Three works of Rs. 5 lakhs each. At least one work should be of internal electrification of buildigs.	Solvency certificate of Rs. 8 lakhs.	Two diploma holders(E/M) with minimum experience of 5 years	Steel/Aluminium ladder 1.5mto8m;Conduitset; Pipe vice; Bench vice; LT Meggar 500 volts & HT Meggar 5000 volts; Tong Tester, Multimeter; Hydraulically operated & hand operated crimping machines. Earth tester; Portable drilling machine; Over-head puller; Test Bench for light fittings & MCB DB.	Rs. 5,000
conduit								
	III	Elect Zone of CPWD Chief Engineer(EI) [For Delhi CE(E)II]	Rs. 7.5 lakhs.	Three works of Rs.2 lakh each. At least one works should be of internal electrification of buildings.	Solvency certificate of Rs. 4 lakhs.		Conduit die set; Pipe vice; Bench vice; LT Meggar volts & HT Meggar 5000 volts; Tong Tester, Multimeter; Hydraulically operated & hand operated ing machines, Earth tester. Portable drilling machine, Over-head conduit puller. Test Bench for light fittings & MCB DB.	Rs.5,000
500 crimp-								
	IV	Elect Circle of CPWD Superintending Engineer (Elect) [For Delhi SE(DCEC)I]	Rs. 3 lakh	Two works of Rs. 30,000 each or one work of Rs. 60,000. See also Rule 6.0	Certificate for working capital of Rs. 25,000 for at least last six months.			Rs.1,000
Furniture	I	All over India DG(W)	Rs. 5 Crores	Three works of Rs. 5 lakhs each	Solvency certificate of Rs. 25 lakhs	Designescapable ofproducingwithoutschemes for furnishing large buildings	Properly fitted workshop, paints, polish & other finishing equipment.	Rs.10,000
Furniture	II	Region of CPWD ADG of Region [For Delhi ADG(NR)]	Rs. 10 lakhs	Three works of Rs. 3 lakhs each	Solvency certificate of Rs. 8 lakhs		Properly fitted workshop paints, polish & other finishing equipment	Rs.5,000
	III	Zone of CPWD Chief Engineer [For Delhi CE(NDZ)III]	Rs. 5 lakhs	Three works of Rs. 1 lakh each	Solvency certificate of Rs. 4 lakhs		Property fitted workshop paints, polish & other finishing equipment	Rs.5,000
	IV	Circles of CPWD Superintending Engineer. [For Delhi SE(DCC)I]	Rs. 1.5 lakh	Two works of Rs. 15,000 each or one work of Rs. 30,000. See also Rule 6.0	Certificate for working capital of Rs. 25,000 for at least last six months.			Rs.1,000
HVAC	I	All over	Rs. 5	Three works of	Solvency	Two graduate		Rs.10,000

		India DG(W)	Crores	Rs. 75 lakhs each. At least two works should be of design-ing, installing, test-ing & commissioning of Central AC plant of capacity 100 TR or more in each case.	certificate of Rs. 1 Crore	Engineers (Mech.) with minimum experience of 5 years each out of which at least one should have experience of 10 years. Three diploma holders (Mech.) with minimum 10 years' ex-perience each.		
	II	Region of CPWD ADG of Region [For Delhi; ADG(NR)]	Rs. 75 lakhs.	Three works of Rs. 30 lakhs each. At least two works should be of Central AC plant of capacity 40 TR or more in each case.	Solvency certificate of Rs. 50 lakhs.	One graduate engineer (Mech.) with minimum experience of 5 year. Two diploma holders (Mech) with minimum 5 years' ex-perience each.		Rs.5,000
	III	Elect. Zone of CPWD Chief Engi-neer (Elect) [For Delhi CE(E)II]	Rs. 30 lakhs.	Three works of Rs.10 lakhs each pertaining to Central AC plants.	Solvency certificate of Rs. 15 lakhs.	Two diploma holders (Mech) with Minimum experience of 5 years		Rs.5,000
HVAC	IV	Elect. Zone of CPWD Chief Engi-neer (Elect) [For Delhi CE(E)II]	Rs. 7.5 lakhs	Two works of original/operation/ maintenance nature of Rs. 2.5 lakhs each.	Solvency certificate of Rs. 5 lakhs.			Rs. 1,000
Horti-culture	I	All over India DG(W)	Rs. 5 Crores	Three works of Horticultural activity each costing Rs. 5 lakhs or more	Certificate for working capital of Rs. 1 lakh for at least last six months	One B.Sc. (Agriculture) graduate employee.	Matador/open carrier, Tractor-cum-trailer, Power & manual Lawn-movers, Wheelbarrows, Rubber hose pipes, Power sprayers, Hand-crafts and all imple-ments for day to day working and carriage. No T&P shall be issued by the deptt.	Rs. 5,000
	II	All over India DG(W)	Rs. 15 lakhs	Three works of Horticultural activity each costing Rs. 3 lakhs or more.	Certificate for working capital of Rs. 50,000 for at least last six months.		All implements for day to day working and carriage. No T&P shall be issued by the deptt.	Rs. 2,000
	III	All over India DG(W)	Rs. 5 lakhs	Three works of Horticultural activity each costing Rs.1 lakh or more.	Certificate for working capital of Rs. 20,000 for at least last six months.		All implements for day to day working and carriage. No T&P shall be issued by by the deptt.	Rs. 1,000
	Nur-sery	Delhi DG(W)	Rs. 5 Crores	Should be in business for at least last three	Minimum ave-rage annual turnover of		All implements for day to day working. No T&P shall be issued by the deptt.	Rs. 5,000

		years	Rs. 5 lakhs during last three years and minimum turnover of Rs. 3 lakhs in each of these years. At least one acre of land under plantation of nursery.

* Contractors desirous of executing only road works in these classes shall be enlisted in 'Civil Class-I (Roads only)' and 'Civil Class-II (Roads only)' category. All rules applicable to Civil category shall also apply to Civil (Roads only) category except the eligibility criteria for works experience & T&P/Machinery. Such contractors shall be eligible to tender only for road works. However, contractors enlisted in Civil category shall be eligible to tender for Building works as well as road works.

Annexure - I

CENTRAL PUBLIC WORKS DEPARTMENT
APPLICATION FOR ENLISTMENT AS CONTRACTOR

[The applicant should study carefully the Rules of Enlistment and the list of documents to be annexed with the application form before filling the form. Applications found deficient in any respect are liable to be rejected without any further correspondence]

CLASS CATEGORY

1. Name of applicant Shri/M/s .....
2. Nationality Indian Other
3. Address
   Regd. Office .....
   .....
   Head Office .....
   .....
4. Telephone Numer - Fax No. -
5. Constitution Individual Sole Proprietorship Concern
   Partnership Firm Public Ltd. Company
   Private Ltd. Company
6. If partnership firm, names of the partners/ If Company, name of directors
   1. .....
   2. .....
   3. .....
   4. .....
   5. .....
   6. .....
7. Is the individual/sole proprietor/any partner/directors of company:
   (a) Dismissed Government Servant Yes No
   (b) Removed from approved list of contractors Yes No
   (c) Demoted to a lower class of contractors Yes No
   (d) Having business banned/suspended by any government in the past Yes No
   (e) Convicted by a court of law Yes No
   (f) Retired engineer/official from engineering Department of Govt. of India within last two years Yes No
   (g) Director or partner of any other company/firm enlisted with CPWD or any other department Yes No
   (h) Member of Parliament or any State Legislative Assembly Yes No
   If answer to any of the above is 'Yes', furnish details on a separate sheet
8. (a) Name of person holding power of attorney .....
   (b) Nationality Indian Other
   (c) Liabilities
9. Name of Bankers with full address .....
10. Place of business .....
11. Full time technical staff in applicant's employ:
    [(a) to (c) for Civil, Electrical & HVAC, (d) for Furniture & (e) for Horticulture] Nos.
    (a) Graduate engineers with minimum 5 years' experience
    (b) Graduate engineers with minimum 3 years' experience [excluding (a) above]
    (c) Diploma engineers with minimum 3 years' experience
    (d) Furniture/Furnishing Designers
    (e) Graduates in Agricultural Science
12. Does the applicant have sufficient T&P, Machinery, Equipment and workshop as per requirements mentioned in the Enlistment Rules for the class & category applied for [Attach details on separate sheet] Yes No
13. Does the applicant possess valid Electrical Licence [For Electrical] Yes No
14. (a) Whether already enlisted with CPWD or any other department Yes No
    (b) If yes, give details:
        (i) Name of department .....

(ii) Class of category .....
(iii) Enlistment authority & address .....
(iv) Enlistment No. & date .....
(v) Date of validity
(vi) Tendering limit .....

15. Is any person working with the applicant is a near relative of the officer/official of CPWD Yes No
[See Rule 18 of the Enlistment Rules] If yes, give details
16. Enlistment fee enclosed:

Draft No.	Date	Amount	Issuing Bank & Branch	Branch drawn upon	Authority in whose favour drawn

17. Details of Works completed and in progress during the last 5 years (to be filled in proforma as given in Annexure III. This list should include all works whose gross amount of work done is more than the required magnitude for the class in which registration is required.
18. Certificates from clients in original as per proforma given in Annexure-IV for all eligible works.
19. Certificates:
    (i) I/We (including all partners) certify that I/We have read the Rules of Enlistment of Contractors in CPWD as amended upto date and shall abide by them.
    (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong. I am liable to be debarred.
    (iii) I/We certify that I/We will not get myself/ourselves registered as contractor(s) in the Department under more than one name.
    (iv) (a) I certify that I did not retire as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in any engineering Department of the Government of India during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement except with the prior permission of the Government. (For Individuals seeking enlistment in their own name).
    (b) We certify that none of the partners/Directors retired as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Government. (For partnership firms and limited companies).
    (Strike out whichever is not applicable)

Signature(s) of applicant(s):

Name	Signature	Address
1.	.....	.....
2.	.....	.....
3.	.....	.....
4.	.....	.....
5.	.....	.....
6.	.....	.....

Date: .....

No. of documents attached

Annexure - II

DOCUMENTS ATTACHED FOR ENLISTMENT

S.No.	Document	Yes	No

1. Proof of constitution (Sl. No. 5):

   (a) In case of sole proprietorship/HUF : an affidavit executed before a 1st Class Magistrate that the applicanta is the sole proprietor of the firm/Karta of HUF.

   (b) In case of partnership firm: (Submit attested copies)

      (i) Partnership deed attested by Notary Public

      (ii) Form “A” or equivalent form issued by Registrar of Firms

      (iii) Form “B” or equivalent form issued by Registrar of Firms

      (iv) Form “C” or equivalent form issued by Registrar of Firms

   (c) In case of Private/Public Ltd. Co. Article of Association duly attested by Notary Public.

2. Power of attorney, if any (Sl. No. 8), attested by Notary Public

3. Solvency certificate from scheduled bank in the proforma given in Annexure V. The certificate should be on the bank’s letter-head and in sealed cover and shall be addressed to the concerned Enlistment Authority (Sl. no.9).

4. Technical Staff : (Sl. no. 11)

   (i) List of full time technical staff/Designers with qualification and experience of each.

   (ii) Attested copies of the degrees/diplomas of the technical staff/Designers.

   (iii) Declaration from the technical staff/Designers that they are employed with the applicant.

5. List of M/C, T&P, i/c steel centering & shuttering, possessed by the applicant. Full details and location of workshop including details of Machines & Equipment provided and proof of sufficient stock of materials as required for Furniture category (Sl. no. 12).

6. Attested copy of valid Electrical License (Sl. no.13).

7. Attested copy of Enlistment order (Sl. no. 14).

8. List of all near relatives working in CPWD, including their addresses (Sl. No. 15). See also Rule 18.0 of Enlistment Rule.

9. Demand Draft for Enlistment Fee (Sl. no. 16).

10. Original or attested copies of certificates for works done, from concerned clients, in proforma as given in annexure-IV.

11. Attested copies of award letters for works included in annexure-III.

12. Valid & attested copy of Income Tax Clearance Certificate.

Annexure - III

WORKS COMPLETED AND IN PROGRESS DURING THE LAST FIVE YEARS (INCLUDING ALL WORKS AWARDED)

[Add additional sheets, if necessary]

S. No.	Name of work & Agreement No.	Date of Start	Date of Completion		Reasons for delay & compensation levied, if any	Tendered cost	Gross cost of comp-letion	Net amount received	Name, designation & complete address of the authority for whom the work was done
			Stipulated	Actual					

Annexure - IV

CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & Address of the Client .....
.....

Details of Works executed by Shri/M/s .....
.....

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Date of commencement of work	
4.	Stipulated date of completion	
5.	Actual date of completion	
6.	Details of compensation of levied for delay, if any	
7.	Tendered amount	
8.	Gross Amount of the work completed	
9.	Name and address of the authority under whom works executed	
10.	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11.	(i) Quality of work (indicate grading)	Out Standing/V. Good/Good/Poor
	(ii) Amount of work paid on reduced rate basis, if any	
12.	(i) Did the contractor go for arbitration?	
	(ii) If yes, total amount of claim	
	(iii) Total amount awarded	
13.	Comments on the Capabilities of the contractor	
	(a) Technical Proficiency	Out Standing/V. Good/Good/Poor
	(b) Financial Soundness	Out Standing/V. Good/Good/Poor
	(c) Mobilisation of adequate T&P	Out Standing/V. Good/Good/Poor
	(d) Mobilisation of manpower	Out Standing/V. Good/Good/Poor
	(e) General behaviour	Out Standing/V. Good/Good/Poor

Note: All Columns should be filled in properly.

"Countersigned"

Signature of the Reporting Officer with Official Seal

Officer of the rank of
Superintending Engineer
or Equivalent

Annexure - V

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s/Sri .... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. ..... (Rupees ....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)
for the Bank

Note: In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

FORM OF WORKING CAPITAL CERTIFICATE FROM A SCHEDULED BANK
(for Class V (B&R), Class IV (Elect.), Class IV (Firm), Hort. (All Classes)

Certified that Shri/Smt./M/s ..... S/o/W/o .... and resident(s) of ..... has/have been maintaining a saving bank account/current account/fixed deposit account with this branch of bank since ..... and an amount not less than Rs. ..... (Rupees ....) has been available to the credit in his/her/their account No. ..... for the last six months.

Signature

For the Bank

Annexure - VI

FOR CHANGE OF CONSTITUTION LIST OF DOCUMENTS/INFORMATION REQUIRED TO BE SUBMITTED

A. Document to be Submitted

1. Copy of proposed partnership deed duly signed/proposed Memorandum of articles.
2. Attested copy/copies of valid ITCC(s) in respect of each proposed partner.
3. An undetaking sworn in before a 1st class Magistrate by all the partners to the effect that the new firm will take over all assets and liabilities.
4. Dissolution deed/consent of retiring partners/death certificate in case of death of a partner.

B. Furnish the following details in respect of each Partner with whom contractor's firm want to enter into Partnership

(i) Whether he is enlisted with CPWD/MES/Railway/P&T/State PWD.
(ii) Whether he is a dismissed Govt. servant.
(iii) Whether he is a partner/director of any other firm enlisted with this Department/MES/Rly./P&T/State PWD.
(iv) Whether he is member of Indian Parliament or State Legislature.
(v) Whether his name has been blacklisted or removed from the approved list of contractors or demoted to lower class or orders banning/suspending business with him by any department in the past.
(vi) Whether he is a dismissed/removed/retired Govt. servant within 2 years.
(vii) Whether he has any relative working in CPWD, if yes, give details.
(viii) Whether he has any civil or criminal case pending in any court in India, if yes, give details.

Signature of Contractor

Annexure - VII

CONTRACTOR'S PERFORMANCE REPORT FOR WORKS COMPLETED OR UNDER EXECUTION, FOR REVALIDATION OF ENLISTMENT

PART I

(To be filled in by the contractor)

1. Name of the contractor .....
2. Name of work .....
3. Agreement No. .....
4. Name of division in which the work was executed .....
5. Estimated cost put to tender .....
6. Tender cost .....
7. Gross amount of final bill/work done till date .....
8. Stipulated date of Start and Completion .....
9. Actual date of completion or percentage progress .....
10. Amount of compensation levied for delay, if any .....
11. Amount of reduced rate items, if any .....
12. Did the contractor go for arbitration .....
13. If yes, total amount claimed and amount awarded. .....

Signature of the contractor

PART II

(To be filled by the department)

Note: This performance report, duly completed by EE & SE, should be forwarded to enlistment authority within two weeks of its receipt from the contractor.

Certified that details given by the contractor in Part - I have been verified and found to be correct/have been corrected wherever necessary.

Signature of Executive Engineer

3. Quality of work (Please grade as Very Good/Good/Satisfactory/Poor):

   (a) Grading by EE

   Signature of EE with full designation

   (b) Grading by SE

   Signature of SE with full designation

Annexure - VIII

CENTRAL PUBLIC WORKS DEPARTMENT
APPLICATION FOR REVALIDATION OF ENLISTMENT

[The applicant should study carefully the Rules of Enlistment and the list of documents to be annexed with the application form before filling the form. Applications found deficient in any respect are liable to be rejected without any further correspondence]

CLASS CATEGORY

1. Name of applicant Shri/M/s .....
2. Nationality Indian Other
3. Address
   Regd. Office .....
   .....
   Head Office .....
   .....
4. Telephone Numer - Fax No. -
5. Constitution Individual Sole Proprietorship Concern
   Partnership Firm Public Ltd. Company
   Private Ltd. Company
6. If partnership firm, names of the partners/ If Company, name of directors
   1. .....
   2. .....
   3. .....
   4. .....
   5. .....
   6. .....
7. (a) Name of person holding power of attorney .....
   (b) Nationality Indian Other
   (c) Liabilities
8. Name of Bankers with full address .....
9. Place of business .....
10. Full time technical staff in applicant's employ:
    [(a) to (c) for Civil, Electrical & HVAC, (d) for Furniture & (e) for Horticulture] Nos.
    (a) Graduate engineers with minimum 5 years' experience
    (b) Graduate engineers with minimum 3 years' experience [excluding (a) above]
    (c) Diploma engineers with minimum 3 years' experience
    (d) Furniture/Furnishing Designers
    (e) Graduates in Agricultural Science
11. Does the applicant have sufficient T&P, Machinery, Equipment and workshop as per requirements mentioned in the Enlistment Rules for the class & category applied for [Attach details on separate sheet] Yes No
12. Does the applicant possess valid Electrical Licence [For Electrical] Yes No
13. (a) Details of enlistment with CPWD
    (i) Enlistment No. & date .....
    (ii) Date of validity

14. Is any person working with the applicant is a near relative of the officer/official of CPWD Yes No

[See Rule 18 of the Enlistment Rules] If answer to above is yes, give details.

15. Details of CPWD Works completed and in progress (which were secured during the last 5 years) (to be filled in proforma as given in Annexure - VII. This list should include ALL works done whose gross amount of work done is more than the required magnitude for the class in which registration is required. Yes No

16. Certificates:
    (i) I/We (including all partners) certify that I/We have read the Rules of Enlistment of Contractors in CPWD as amended upto date and shall abide by them.
    (ii) I/We certify that I/We will not get myself/ourselves registered as contractor(s) in the Department under more than one name.
    (iii) I/We certify that the information given above is true to the best of our knowledge. I/We understand that if any information is found incorrect, our enlistment is liable to be cancelled.
    (iv) I/We certify that I/none of the partners/Directors retired as an Engineer of Gazetted rank or as any Gazetted Officer employed on Engineering or Administrative duties in last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Government.

    (Strike out whichever is not applicable).

Signature(s) of applicant(s):

Name	Signature	Address
1.	.....	.....
2.	.....	.....
3.	.....	.....
4.	.....	.....
5.	.....	.....
6.	.....	.....

Date: .....

No. of documents attached

Annexure - IX

DOCUMENTS ATTACHED FOR REVALIDATION

S.No.	Document	Yes	No
1.	Attested copy of Power of attorney, if any		
2.	Solvency certificate in original from scheduled bank in the proforma given in the Enlistment Rules. The certificate should be on the bank's letter-head and in sealed cover and shall be addressed to the concerned Enlistment Authority.		
3.	Attested copy of valid Electrical License.		
4.	Attested copy of Enlistment order.		
5.	Attested copies of award letters for works included in annexure-III.		
6.	Attested and valid Income Tax Clearance Certificate.		
7.	Annexure VII with acknowledgement of EE.		

Annexure - X

PROFORMA FOR GIVING CERTIFICATE FOR TENDERS SUBMITTED BY THE CONTRACTOR

Sub: Revalidation of contractors as Class — ( ) in CPWD.

Certified that M/s. Shri ..... have submitted tenders for the following works:

Name of Work	Date of tender	Estimated cost put to tender	Position of tender

Signature of Executive Engineer

with full address and office seal

Annexure - XI

For the purpose of clarification of the enlistment Rules, further provisions are made as under: Regarding Team for inspection of works and Advisory Committee:

1.0 RULE 6.0

1.1 Ordinarily, works executed by CPWD/PWD(DA)/Ministry of Environment need not be inspected.

1.2 Inspection Teams

The Inspection teams for inspecting the non-CPWD works of the contractor and furnishing their reports on quality of construction, workmanship etc. to the enlistment authorities shall be as follows:

(a) For Class I :
1. Chief Engineer of the Zone
2. One Superintending Engineer as nominated by CE.

(b) For Class II :
1. Superintending Engineer of the circle
2. One Executive Engineer as nominated by SE

(c) For Class III, Class IV and Class V:
1. Executive Engineer of the division
2. One Assistant Engineer as nominated by EE.

1.2 Advisory Committees

The Advisory Committees shall assist the enlistment authority in scrutinising the cases, make recommendations regarding suitability of the contractor, evaluate annual performance reports of contractors, and advise the enlistment authority in weeding out of contractors and revalidation process. Such Advisory Committees shall be as follow:

Enlistment Authority	Committee
DG(W)	Chairman: ADG(TD) Member-Secretary: SE(C&M) For Civil, Fur. & Hort. contractors: CE(CSQ) & any two officers of the rank of CE(C). For Elect, HVAC and specialized Elect. Job contractors: CE(CSQ) & any two officers of the rank of CE(El)
ADG(NR)	For Civil & Fur. contractors: CE(ODZ) – Chairman DW under ADG (NR), & any two officers of the SEs(C) rank. For Elect, HVAC and specialized Elect. Job contractors: CE(E)NZ - Chairman SE(E)P(NZ) & any two officers of the SEs(E) rank.
ADG(WR)	For Civil & Fur. contractors: CE(WZ)I - Chairman DW under ADG(WR) & any two officers of the SEs(C) rank. For Elect, HVAC and specialized Elect. Job contractors: CE(E)WZ -Chairman SE(E)P(WZ) & any two officers of the SEs(E) rank.

Enlistment Authority	Committee
ADG(SR)	For Civil & Fur contractors: CE(SZ)I - Chairman DW under ADG(SR) & any two officers of the SEs(C) rank. For Elect, HVAC and specialized Elect. Job contractors:

	CE(E)SZ - Chairman SE(E)P(SZ) & any two officers of the SEs(E) rank.
ADG(ER)	For Civil & Fur. contractors: CE(EZ)I -Chairman DW under ADG(ER) & any two officers of the SEs(C) rank. For Elect, HVAC and specialized Elect. Job contractors: CE(E)EZ - Chairman SE(E)P(ER) & any two officers of the SEs(E) rank.
CE(Zone) (For Civil & Fur. Contractors)	SE(A)/SE(P), One SE(C), One EE(C)
CE(E)Zone (For Elect, HVAC & specialized Elect. Job contractors)	SE(A)E/SE(P)E, One SE(E), One EE(E)
SE(Circle) (For Civil & Fur contractors)	EE(A) of Circle, One EE(Civil Division), AE(P) of Circle
SE(E)Circle (For Electrical contractors)	EE(E)A of Circle, EE(E) of Electrical Division, AE(E)P of Circle.

1.2.1 As a general rule, in stations where there are more than one CE or SE, CE of Zone-I or SE of Circle-I shall be the enlisting authority and Chairman of the Advisory Committee. However, ADGs shall, at their discretion nominate any other CE/SE as member of the Advisory Committee.

1.3 As and when an application is received from contractor, the same should be scrutinised and if some documents/information is missing the application should be returned back to the contractor with reasons for rejection. Applications received by post or through messengers should be scrutinised and deficiencies to be intimated to the contractor and application returned in original, within one month. If all the documents are complete, an acknowledgement shall be issued to the contractor within one month of date of receipt of complete application.

2.0 GENERAL

Rules for enlistment of contractors in CPWD, 2001 are applicable from 1.4.2001. These rules are available in website www.tenderhome.com. These can be downloaded from there. For further information, reference can be made to the following:

M/s Sugal Infotech Pvt. Ltd.
6/35, W.E.A. Karol Bagh,
New Delhi - 110005.
Tel. No. 91-11-5765331/2
Tel. Fax. 91-11-5748882
email: info@tenderhome.com

Appendix - 35

(Reference-Para 35.8)

CENTRAL PUBLIC WORKS DEPARTMENT

No. Dated, the ..... 20.....

Subject: In the matter of arbitration between ..... and Union of India, regarding the work ..... Agreement ..... No. .....

Whereas ..... has/have written to me vide his/their letter No. ..... dated ..... that certain disputes have arisen between the above noted parties in respect of the above noted work. I ..... Chief Engineer, CPWD by powers conferred on me under Clause 25 of the said Agreement hereby appoint Shri ..... Arbitrator, Ministry of Urban Development, New Delhi as Sole Arbitrator to decide and make his award regarding

the claims/disputes by the Contractor, if any, however to their admissibility under clause 25 of the aforesaid agreement.

The ** amount of the claim(s) in dispute being Rs.1,00,000/-* or above Rs.1,00,000/- the arbitrator shall give reasons for the award.

CHIEF ENGINEER

*Score out what is not applicable.
Note**: This para is to be omitted in cases where the amount of claim(s) is less than Rs.1,00,000/-.

To,

1. Shri
Arbitrator.
Ministry of Urban Development, NEW DELHI.

2. M/s ..... Contractor, with reference to his/their letter No. ..... dated .....

Copy to:
1. Shri ..... S.E ..... Circle, CPWD, with reference to letter No. ..... dated .....
2. Shri ..... E.E ..... Division, CPWD ..... with reference to his letter No. ..... Dated .....

Arrangements may please be made to defend the case effectively. Legal assistance of the Counsel/SE(P) may be obtained where necessary.

Superintending Engineer/Executive Engineer should ensure that the bills of the contractors are finalised immediately, if not already done.

CHIEF ENGINEER

Appendix - 36

(Reference-Para 35.15)

No. ..... Dated, the..... 20.....

Subject: In the matter of Arbitration between:

..... Claimant

Vs

..... Respondent

Arbitration Case No. ..... of .....

Whereas Shri ..... was appointed sole arbitrator by letter No. ..... dated ..... in the above matter and whereas the aforesaid Arbitrator has been transferre/vacated his office on ..... I ..... Chief Engineer ..... (Zone) in exercise of my powers under clause 25 of the contract appoint Shri.....as the sole arbitrator to determine the disputes referred to the aforesaid arbitrator in accordance with the said clause 25. Shri ..... may start the proceedings from the stage at which the aforesaid arbitrator left off.

2. The amount of the claim in dispute being Rs.1,00,000/- and above, the arbitrator shall give reasons for the award in respect of each claim/dispute.

Chief Engineer

Copy to :

1. Shri ..... with the request to transfer the records of the case to Shri ..... at the earliest.
2. Shri ..... with the request to take over the records of the case from Shri ..... at the earliest.

Appendix - 37
(Reference-Para 44.2)

CPWA-35 (Revised)
REGISTER OF MATERIALS AT SITE ACCOUNTS
(Referred to in paragraphs 10.3.11, 10.3.12, 10.3.18, 10.5.7, 10.5.8 of CPWA Code)

1. Section .....
2. Name of work.....
3. Name of Article .....
4. Estimate Requirements .....
5. Issue Rate.....

Sl. No.	Date of Receipts/ Issues		Received from/ Issued to		Receipts/ Issues	Balance	Remarks
1	2	3	4	5	6		

Appendix - 38
(Reference-Para 45.7)

The following rules shall be observed by the Departmental Officers while conducting Departmental auction for disposal of surplus stores and unserviceable materials :

1. Publicity

(a) Wide publicity shall be given in all cases of auction of unserviceable materials and surplus stores. In cases of auction of stores valued at Rs.10,000/- or more (Reserve Price) publicity should invariably be given in the local English and Vernacular Press. In the important cases, auction notices should be published at least seven days ahead of the scheduled date of auction and also on the particular day of auction.

(b) For all cases of auction registered notices shall be given to be local Registered Kabari Associations. These should be sent at least seven days in advance of the date of auction. In addition, the notice of auction may be endorsed to certain individuals, at the discretion of EE, if it is felt by him that it would be in the interest of the Government to do so.

(c) Auction notices should invariably be endorsed to Sub-Divisions under the Divisions concerned and local Divisions for prominent display on the Notice Boards and also pasted on the Notice Board of the Division concerned as well as at the prominent place at the site of auction. In case auction is proposed to be conducted at stations other than Divisional Headquarders, notice for auction shall be sent to all Sub-Divisions as well as Offices of the State Departments for display on Notice Board. Record of notices sent to the Associations, individuals and offices, shall be properly maintained. Record of the dates on which they are pasted on the Notice Board of the Division etc. and the days they remain on the Notice board will also be kept. It will be the personal responsibility of the Head Clerk to watch that they remain on the Notice Boards till the date of auction.

(d) Auction Notice should clearly indicate the particulars such as value of materials proposed to be disposed off by auction, conditions of auction, earnest money to be deposited and the time and date fixed for auction. It is also necessary to draw a set of detailed additional conditions depending on the materials proposed to be disposed off and also the locality in which the same is stored so that bidders may not prefer any claim due to misunderstanding or incorrect wordings provided in the contract documents.

Inspection

2. The materials to be auctioned should be properly stored and clearly stacked to enable proper inspection by the prospective bidders.

Supervision

3. Auctions shall be conducted in the presence of the Assistant Engineer-in-Charge. The Junior Engineer under whose supervision the materials have remained under custody will render all possible help to Assistant Engineer in discharging his duties and he will attend the auction. In case of auctions of stores the reserve price of which is more than Rs.50,000/- the auction will be supervised by the Executive Engineer concerned. In the case of auctions held at place outside the Sub-Divisional H.Qr. the auctions may be attended and final bids recorded by the JE provided the book value of the materials auctioned is not more than Rs.1000/-.

4. Bid amount

(a) At the fall of hammer the highest bidder will be required to deposit in cash bid amount @ 25% of his bid money. Balance of the sale value shall be paid by the

buyer to the EE or his accredited representative after the acceptance of the bid within the time limits mentioned below:

(i) In case bids which do not exceed Rs.5000/-, within 24 hours of the receipt of notice of the acceptance of the bid.

(ii) In case of bids which exceed Rs.5000/-, within three days of receipt of notice of the acceptance of the bid.

(b) The supervising Officer shall have the discretion to demand more than 25% of the bid money upto full amount of the bid, if considered necessary by him.

(c) In case of bidder's failure to deposit the full bid money in time, the earnest money deposited by the bidder shall stand forfeited, the materials shall be re-auctioned. The name of defaulting bidders shall be intimated to CEs office for circulation to other Divisions, so that such bidders are debarred from bidding in future.

Acceptance of Bid

5. (a) The acceptance of the bid by the competent authority must be conveyed in writing (Registered AD) to the bidder as far as possible within five days from the date of auction. In case, the bid is to be accepted by SE it shall be conveyed within ten days.

(b) It is not incumbent on officers of CPWD to out-right accept the highest bid, which can be rejected without assigning any reason to the bidder concerned, but he must record in writing his reasons for not accepting the same.

Removal of Auctioned Materials

6. (a) As far as posible, auctioned materials must be removed by the bidder within 3 days from the date of aceptance of bid. However, the materials will be allowed to be removed only after payment of bid money which will be accepted in cash or amount deposited by the bidder in branch of RBI/SBI and challan made over to CPWD. No cheques will be accepted under any circumstance.

(b) As soon as the full amount of the bid money is made good by the prospective buyer, he would acquire his lien on the auctioned stores etc. and it will be his duty/responsibility to any damage done by way of pilferage, fire, or any other unforeseen calamity and no claim on this account shall be entertained.

(c) The bidder will leave storage place of the material quite clean.

(d) The materials will be removed from site in presence of the bidder himself or agent duly authorised by him in writing in this behalf.

7. Records of Bids

(a) The Officer who supervised the conduct of auction, will maintain in his own handwriting, a complete record of all the bids offered by different bidders.

(b) The scroll of bids will indicate the full description of the materials, reserve price, site, date and time of auction and will be signed by the Supervising Officer and at least two witnesses at the conclusion of the auction.

(c) The bid sheet in triplicate should be signed simultaneously by the purchaser and the Supervising Officer.

(d) The Supervising officer should send an immediate report about the auction to the next higher authority.

8. Power to Accept the Bid

Bids should be accepted by the Executive Engineer concerned. In case of bids below the reserve price the bids will be accepted by the next higher authority.

Appendix - 39
(Reference-Para 45.8)

CENTRAL PUBLIC WORKS DEPARTMENT

Name of Division.....

Name of Sub Divison.....

S. No.	Date of Auction Survey Report if any	Authority for sale (No. & date of sanctioned auction	Particulars of articles put to	Weight or Quan-tity	Reserve Price I, II, III, IV, V, VI	Name & add-ress of the Bidder	Amount of bid cash re-ceipt No. and date	Amount deposited by bidder	Remarks
1	2	3	4	5	6	7	8	9	10

Appendix - 40

Form GFR7-1

PLAN

(Reference-Para 48.41)

STATEMENT OF ACCEPTED ESTIMATES OF PLAN EXPENDITURE OF MINISTRY/DEPARTMENT OF .....

*1. Central plan
*2. Centrally Sponsored Plan
*3. U.T. Plan of ..... (Name of U. T.)
*4. State Plan.
Revised Estimates, Current year
*Please score out what is not applicable

(Amount in thousands of Rupees)

Head of Development	Account between Major Head of Demand	Number and title of Demand	Sub-heads and units of Appropriation in	Budget Estimates Current year			Revised Estimates Current year			Brief reasons for variations
				G	R	N	G	R	N	R.E. and B.E.
1	2	3	4	5	6	7	8	9	10	11

@ Total : Major Head .....
@ Total : Major Head .....
Grand Total .....
.....

@ Total under each Major Head to be struck separately.
G: Gross expenditure, R : Recoveries, if any, below the Demand, N: Net Expenditure

No.
Ministry/Department of
Dated, the

Forwarded, in (quadruplicate) to CAG, Ministry of Finance, Lok Nayak Bhawan, New Delhi.

For

Financial Adviser

Appendix - 41
(Reference-Para 48.40)

REVENUE RECEIPTS

Ministry/Department/Union Territory :

Major Head

(In thousands of Rupees)

	FIRST MONTHS	LAST MONTHS		Total
	Seven	Eight	Five	Four
ACCOUNTS				
Third last year				
Second Last year				
Last year				
ESTIMATES				
Current year				
Ensuing year				
: Budget				
: Revised		.....		
: Budget		.....		

Accounts 7 months			Accounts			Current year		Ensuing
						Year		
Last year	Current year Estimate	Minor Heads	Third last year	Second Last year	Last year	Budget Estimate	Revised Estimate	Budget

(Minor Head Wise) Explanation for increase/decrease

Signature.....
Designation.....
Date .....

Appendix - 42
(Reference-Para 48.40)

Form GFR 5-A :

ESTIMATES OF FOREIGN GRANTS CONCERING THE ..... MINISTRY/DEPARTMENT OF .....

(In thousands of Rupees)

Name of the grantor country/ body	Date of aid agreement received	Particulars of assis-tance to be	Total assistance expected	Receipt Major Head Year B.E.	Amounts to be provided in			Manner of utilisation of aid.*
					Current Year R.E.	Current Year B.E.	Ensuing	
1 2	3	4	5	6	7	8	9	

Signature
Designation
Date

* A brief note may be added indicating the project on which aid is to be utilised. In the case of material and equipment the relevant grant and expenditure Heads of Account under which (i) utilisation of material by Central Government Department/Projects, (ii) transfer of material to State, Union Territories and other Bodies will be adjusted and also whether the utilisation on transfer will be on Plan (State/UT/Centrally Sponsored or Central) or Non-Plan shemes should also be indicated. In cases where the aid material is proposed to be sold, the Receipt Major Head under which the proceeds will be credited should be indicated.

Note: Cash grants and assistance in the form of material and equipment should be indicated separately in Columns 3 to 8.

Appendix - 43
(Reference-Para 48.40)

Form GFR 5-B

ESTIMATES OF INTEREST RECEIPTS & LOAN REPAYMENTS
Ministry/Department .....

(In thousands of Rupees)

	INTEREST RECEIPTS			LOAN REPAYMENT		
	B.E. Current year	R.E. Current year	B.E. Ensuing year	B.E. Current year	R.E. Current year	B.E. Ensuing year
1 **Parties (Co-operatives,						
Educational Institutions						
*displaced persons and other individual loanees except Government Servants)						
2 **Government Servants						
Total						

No. .....

Dated the .....

.....Signature

.....Designation

Ministry/Department .....

Forwarded, in duplicate, to the Ministry of Finance, Department of Economic Affairs, (Budget Division)

Estimates for each institution should be separately appended to the Annexure.

(**Categories with which CPWD is concerned have only been included).

Appendix - 44
(Reference-Para 48.36)

DETAILED DEMAND FOR GRANTS ENSUING YEAR

DEMAND NO. .....

Estimated strength of Establishment and provisions therefor.

Estimated strength as on 1st March

(In thousands or Rupees)

Last year	Current year	Ensuing year Current year	Budget	Revised Current year Ensuing year	Budget
1.				Salary (a) Officers Indicate designation of each post and strength and provision therefor. (b) Staff Indicate types/ Categories of all posts and show in lump the estimated strength and provisions therefor Total:	
2.				Allowances (other than Travel Expenses)	
3.				Wages	
4.				Travel Expenses	
	Total :				

Appendix - 45
(Reference-Para 53.6)

REGISTER OF OBSERVATION MEMOS RECEIVED FROM THE CHIEF TECHNICAL EXAMINER

S. No.	No. & date of observation Memo.	Name of work and agreement No.	Name of contractor	Remarks regarding subsequent development and disposal
1	2	3	4	5

Appendix - 46
(Reference-Para 53.7)

REGISTER SHOWING OVERPAYMENT ASSESSED/POINTED OUT BY C.T.E. ORGANISATION AND SUBSEQUENT RECOVERIES EFFECTED

Sl. No.	Ref. No. and date agreement	Name of work and	Name of Contractor sed/pointed out by CTE	Amount of over payment asses- accepted by EE for recovery	Amount of over payment finally over payment	Actual date of recovery of	Remarks
1	2	3	4	5	6	7	8

1. Cash Book.
2. Cash Balance Report.
3. Register of Sale of tender forms.
4. Register of tender.
5. Chequre counterfoils and receipt books.
6. Remittances made into the Bank/Treasury.
7. Subsidiary Cash book.
8. Acquittance Rolls and T.A. Bills. Register of passed bills (CPWA 99) and Check Register of pay bills (CPWA 100).
9. Imprest Accounts.
10. Register of Contingencies.
11. Stock Accounts.
12. T&P Accounts.
13. Workshop Accounts.
14. Road Metal Accounts.
15. Manufacture Accounts.
16. Transfer Entries Books.
17. Registers of Property Accounts.
18. Register of Licence Fees of Land and Buildings.
19. Register of Immovable and Landed properties.
20. Register of Misc. Recoveries.
21. Register of C.T.E. Observations and Recoveries.
22. Register of Transfers Awaited.
23. Register of Misc. Sanctions.
24. Register of A.G./Adjustment Memos.
25. Register of Cash Settlement Suspense Accounts
26. Register of Deposits.
27. Register of Interest Bearing Securities.
28. Post Office Savings Pass Books.
29. Register of Purchases.
30. Register of Misc. Works Advances.
31. Schedule of Rates.
32. Register of Rates.
33. Register of Muster Rolls.
34. Log Books.
35. Records relating to works.
36. Workcharged Estt. Pay Bills/Pay Bill Register (TR28A).
37. Measurement Books.
38. Register of review of measurement books by the Divisional Accountant.
39. Standard Measurement Books.
40. Tenders and Comparative Statements.
41. Work Orders and Register of Work Orders.
42. Supply orders and Register of local purchases.
43. Contractors' Ledger.
44. Register of Contractors' Bills.
45. Works Abstract.
46. Register of Works.
47. Materials at Site Accounts.
48. Register of Sanctioned Estimates.
49. Service Books.
50. Work Charged Provident Fund Account.
51. G.P.F. Accounts of Group 'D' Staff.
52. Overtime Allowance claims.
53. Children Education Allowance claims.
54. Watchings of Actual.
55. Budget Estimates Surrender of unanticipated credits.
56. Incumbency's Register.
57. Register of Expenditure on Demolition, restoration etc.
58. Rush of Expenditure during March.

Appendix - 48

(Reference-Para 55.30)

PROFORMA OF THE CONTROL REGISTER TO BE MAINTAINED IN THE DIVISIONAL OFFICE

Sl. No.	Year	Period of Inspection report	No. & date under which received	Details of outstanding		No. & date under which replies sent to Audit/ Accounts Office or local inspection parties	Total No. of paras dropped		Balance No. of Outstanding		Remarks
				S. No. of the para	No. of Sub-paras		Para No.	Sub-paras	Paras	Sub-paras	
(i)		(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)		

Appendix - 49

(Reference-Para 55.30)

PROFORMA OF ABSTRACT OF THE CONTROL REGISTER TO BE MAINTAINED IN THE DIVISIONAL OFFICE

Sl. No.	Period of Inspection Report		Outstanding at the beginning of the month		Added during the month		Dropped during the month		Balance at the end of the month		Remarks
	Paras		Sub-Paras	Paras	Sub-Paras	Paras	Sub-Paras	Paras	Sub-Paras		
	1	2	3	4	5	6	7				

Appendix - 50

(Reference-Para 3.6.3)

LETTER OF ACCEPTANCE OF DEPOSIT WORKS

(To be issued to the client Department)

To :

.....

.....

Subject: Execution of Deposit Works.

..... (Indicate name of Work)

The above work can be taken up by the CPWD as a Deposit work under Para 118-119 of CPWD Code, subject to the following:

1. Full estimated cost of the work as worked out by CPWD including departmental charges will have to be deposited by the client department before the work is taken up for execution. No interest will be paid by CPWD to the client department for such deposits.
2. The client department should hand over vacant possession of land/site to CPWD. CPWD may, if so required, take responsibility for demolition/disposal of existing buildings/structures.
3. CPWD does not bind itself to complete the work within the estimated cost. If additional funds are required, the same will have to be provided by the client department. Necessary revised estimate will be submitted as and when required.
4. Any dispute arising out of the operation of the contract(s) for the subject work will be subject to arbitration as provided for in the contract agreement. CPWD will defend the arbitration proceedings as best as it can and get the arbitrator's award examined by the appropriate authority. The decision of the competent authority in CPWD to accept the award or to challenge the same in a Court of Law will be binding on the client department.
5. Funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by Award of an arbitrator in relation to the deposit work will be made available by the client department promptly irrespective of it not being a party before the Court, Tribunal or arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work.
6. After receipt of A/A & E/S from the client department, the CPWD will prepare and submit various detailed architectural drawings and service plans to Local Bodies whose approvals are required before taking up the construction work. These Local Bodies are independent organizations and CPWD has no control over them. These Local Bodies take their own time for approving the Plans. The time required to get such approvals is not included in the time of construction indicated in the estimate. Although CPWD will make all efforts to get such approvals early, it may be necessary for the client department also to pursue with Local Bodies for early approval.
7. The CPWD has no funds of its own for investing in the work. The client should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case the client department fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventuality, the client department shall be solely responsible for all the consequences arising out of such stoppage/abandonment of work including claims of contractors for compensation/damages.
8. The client department will help CPWD in — (a) providing site for labour huts for the contractors' labour free of cost, (b) providing free access to contractors' materials and labour to the site of work, (c) providing electricity connection for execution of work on payment of usual charges, and (d) sanction and release of load from the concerned Electricity Board/Authority.
9. CPWD may at its discretion allow the clients to deposit the funds in instalments. In such cases 33 1/3% of the estimated cost should be deposited as advance. Thereafter, expenditure incurred should be reimbursed in full through monthly bills. The initial deposit of 33 1/3% would be retained for adjustment against the last portion of the estimated expenditure.
10. In cases where funds are deposited in instalments, CPWD will not be responsible for any delay, damage, stoppage of work, claims of contractors for compensation/damages etc. due to non-receipt of funds in time.

You are requested to convey acceptance of the above to enable this office to proceed further.

Yours faithfully,

Executive Engineer

Appendix - 51
(Reference-Para 4.30)

ITEMS OF THE WORKS TO BE CARRIED OUT IN ADDITIONS AND ALTERATIONS

1. Civil Side
   A. Items where 10% of the estimated cost is to be charged from allottees:
      (i) Renovation of kitchen including breaking of chimney wherever existing, marble/kota stone on working platform, proper sink and drainage board, WGT in dado and renovation of shelves etc.
      (ii) Renovation of toilet with marble flooring and white glazed tile dado including connected pipe work and chromium plated fittings.
      (iii) Underground water tank/loft tanks including connected pipe work.
      (iv) Wire-gauge shutters for doors/windows.
      (v) Wash basin with looking mirror and glass shelves etc.
      (vi) Provision of additional cup boards.
      (vii) Creation of additional enclosed space by covering verandah etc.
      (viii) Pelmets/curtain rods/grills in windows.
      (ix) Provision of magic eye and other security related fixtures on entrance door/doors.
      (x) Barbed wire fencing with iron gate around the quarters.
   B. Items where 20% of the estimated cost is to be charged from allottees:
      (i) Bamboo Thattis.
      (ii) Provision of collapsible shutters in the stair area.
   C. Items where 100% of the estimated cost is to be charged from allottees:
      (i) Pavement of area around premises with suitable material in an approved manner.
      (ii) Changing of Indian WC to European WC and vice-versa.
      (iii) Change of flooring
      (iv) Change in the type of finishing of walls with superior materials/paints.
      (v) Change of colour scheme internally including painting etc.
      (vi) Provision of partitions by split bamboos, chickenmesh, wood substitutes etc. inside the house and outside between house and servant quarters.
      (vii) Provision of temporary sheds for car/scooter and also for pet animals.
      (viii) Modifications in verandas by way of partitioning and addition/removal of doors/windows etc.
2. Electrical Side:
   A. Items where 10% of the estimated cost is to be charged from the allottees:
      (i) Provision of additional power points/light points.
      (ii) Provision of additional sockets for ACs (Industrial type).
      (iii) Changing of light brackets.
      (iv) Provision of flourescent tubes instead of incandescent lights.
      (v) Provision of additional light points.
      (vi) Provision of Additional Call bells, i/c Call bell point from main house to servant's quarters.
   B. Items where 100% is proposed to be charged from the allottees:
      (i) Provision of additional ceiling fans/exhaust fans.
      (ii) Provision of fancy light fittings.
      (iii) Provision of additional compound lights and lights at gate pillars (except for Type VII & VIII).
      (iv) Provision of flood lights surrounding the house.
      (v) Provision of heaters/geysers/booster pumps i/c A/A in wiring and plumbing work.
      (vi) Provision of compact flourescent lamps and fittings.
      (vii) Changing of cable from feeder pillar to house, if required due to increased load in the house.

CEILING LIMIT FOR ADDITION/ALTERATION WORKS TO BE CARRIED OUT FOR A PARTICULAR TYPE OF QUARTER DURING A YEAR

Type of Quarters	Monetary ceiling (Rupees)
I	2900/-
II	4000/-
III	4000/-
IV	10,500/-
DI and DII Flats	21,700/-
CI and CII Flats	26,000/-
VII and VIII	39,000/-