



**Government of Andhra Pradesh
Irrigation & Command Area Development Department**

Programme sponsored by

CADA

**TRAINING PROGRAMME
FOR
TECHNICAL OFFICERS (All Categories) ON
SCRUTINY OF ESTIMATES, TENDER PROCESS AND
NOTING & DRAFTING SKILLS**

**READING MATERIAL
2010**



**Water and Land Management Training and Research Institute
(WALAMTARI)**

Himayatsagar, Rajendranagar, Hyderabad 500030.

FOREWORD

Till recent times, WALAMTARI was mostly offering courses on Irrigation Water Management to Engineers of I&CAD Department, Agriculture Officers of Agriculture Department along with Farmers' Organizations.

Technical Officers are one of the important categories of employees and play an important role in I & CAD Department. The role and expectations from Technical Officers have changed radically in view of the reforms brought in by the A.P. Government in the Irrigation sector. Keeping in view of the objective of the National Training Policy, WALAMTARI has planned for Training of Technical Officers through "Peer Group Training Strategy".

This manual is reportedly prepared through consultative workshops (Training Need Assessment, Module & Material Development workshop and refined in Trainers Training workshop). The material deals with various tenets of "Scrutiny of Estimates, Tender process and Noting & Drafting Skills". I hope this this material will be useful for all the Technical Officers in properly discharging their duties and thereby contributing to the performance enhancement of I & CAD department.

I congratulate the staff of CADA, I&CAD and WALAMTARI who have contributed to the development of the material. I also congratulate WALAMTARI for initiating Capacity Building of the Technical Officers with the financial support from JAICA funded Andhra Pradesh Irrigation and Livelihood Improvement Project (APILIP).

Date : December 2010

(Dr. Prasanta Mahapatra)
Commissioner
CADA & Prl. Secy. I&CAD

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1. SCRUTINY OF ESTIMATES

I SCRUTINY OF ESTIMATES

- 1.1 Original Works**
- 1.2 Repair Works/Maintenance**
 - 1.2.1 Ordinary Repairs
 - 1.2.2 Special Repairs
- 1.3 Powers of Sanction of Original Estimates**
- 1.4. Report Accompanying Estimate for Administrative Approval**
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- 1.5 Name of the Work and the cost of work in lakhs should be indicated at the head of the Report.**
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 - 1.10.1 Preparation of Realistic Estimates
 - 1.10.2 Sanction of Estimates (Administration Approval)
 - 1.10.3 Technical Sanction
 - 1.10.4 Limits of Inspection of works for issue of Technical Sanction
- 1.11 BENEFIT COST RATIO (Minor Irrigation)**
- 1.12. Delegation of Financial Powers to HODs, Regional Officers, District Officers and Unit Officers (G.O.Ms.No.148 F&P (FW.ADMN.I.TFR.) DEPT Dt. 21-10-2000)**

ESTIMATES

1. Works can be classified in to two categories:

1.1 Original Works

1.2 Repair works / Maintenance

The repair works are again classified in to two categories

1.2.1. Ordinary Repairs:

- (i) Those which, as a matter of regulation, are carried out periodically and which are usually of the same quantity from time to time, such as the painting or white washing of a building, or a new coating of metal on a road,
- (ii) Other occasional petty repairs which may become necessary from time to time, and which may have to be carried out between the times of periodical repairs;
- (iii) In respect of irrigation works all operations required to maintain, in proper condition, the work, as they are, i.e., to standards laid down already.

Periodical repairs like painting or white washing of buildings (Annual Maintenance) patch repair towards occasional petty repairs, repairs to irrigation works to maintain them in proper condition/ original standard conditions, etc. *Ordinary repairs estimate / Annual Maintenance Estimate sanctioned in a year will lapse by 31 March of the same financial year.

1.2.2. Special Repairs:-

- (i) Special repairs are other than ordinary repairs, i.e., they are repairs which are not periodical or frequent, e.g., re-roofing a building replacing of beams, renewal of flooring, etc. whenever a work of special or ordinary repairs is accompanied by improvements or extensions, the rule in paragraph 93 for classifying the work should be observed.
- (ii) In respect of irrigation works, special repairs include all operations required to maintain the work in a better condition, i.e., to an improved standard, by using material of a more permanent or lasting nature without increasing the efficiency or scope of the system, e.g., cement plastering or pointing, rough stone masonry in place of dry stone packing, revetment to tank bunds at sites of breaches and to margins of rivers at places where they are eroded, grouting newly the surface of the aprons and revetments, lengthening of aprons and revetments to protect erosions noticed in beds and margins of rivers, canals and channels. Whenever a work of special or ordinary repairs is accompanied by improvements or extensions, the rules in paragraph 379 (c) for classifying the works should be observed.
- (iii) In respect of works under taken by the Highways department "Special Repairs" include all operations of road embankments, eroded margins of road, and approaches to bridges, e.g. improvements to revetments of road embankments, restoring the eroded margins of a road or protecting them with revetment etc, vide also instructions in the exceptions to Rules 4 & 5 under explanatory note 26 of Appendix 4 to A.P.P.W. Account Code. Whenever a work of special or ordinary repairs is accompanied by improvements or extensions, rule in para 93 of the A.P.P.W.D code for classifying the works should be observed.

(Added as per G.O. Ms.1171, P.W.D. dated: 23.05.1963)

MAINTENANCE WORKS UNDER APFMIS ACT

- Works Under Category 'A'* :**
- (1) Desilting
 - (2) Weed removal
 - (3) Oiling & greasing
 - (4) Painting of shutters
 - (5) Emergency canal breach closing works

- Works under Category 'B'** :**
- (1) Replacement of OT sluices
 - (2) Reconstruction of sluices
 - (3) Repairs to sluices /gates
 - (4) Re-Sectioning of Canal prism
 - (5) Strengthening of weak embankments
 - (6) Raising of banks for providing free board

* Works taken up with funds from water Cess by WUAs.

** Works taken up with I&CAD funds by WUAs.

1.3 POWERS OF TECHNICAL SANCTION OF ORIGINAL ESTIMATES

Sl.No.	Value of Original Estimate	Designation	Remarks
1.	Upto Rs. 10.00 Lakhs	Executive Engineer	G.O.Ms.No. 94 I & CAD Dated: 1.07.2003
2.	From Rs. 10.00 to Rs.50.00 Lakhs	Superintending Engineer	G.O.Ms.No. 94 I & CAD Dated: 1.07.2003
3.	From Rs. 50.00 Lakhs and Above	Chief Engineer	G.O.Ms.No. 94 I & CAD Dated: 1.07.2003

1.4 REPORT ACCOMPANYING ESTIMATE

1.4.1 CHECK SLIP TO ACCOMPANY THE ESTIMATE FOR ADMINISTRATIVE APPROVAL

(As per the Govt. Memo.No.25414/Reforms/2007-1 dt. 07.09.2007)

1.	Name of the Project/ Scheme/work		
2.	Estimate amount		
3.	Category of project/Scheme/work		
4.	Location/District/Mandal/Village		
5.	Scope of work in Brief		
6.	Ayacut proposed – Wet/ID		
7.	Cropping pattern		
8.	Source/River basin./Sub-basin/Sub miner basin		
9.	Availability of water at the site		
10.	Allocation of water / utilization		
11.	Ref. in which Hydrological clearance was accorded by the competent authority		
12.	Cost per acres		
13.	B.C. Ratio		
14.	Whether the report accompanying the estimate, detailed estimate are enclosed		
15.	Whether salient features are enclosed		
16.	Whether command area plan/ index plan enclosed		
17.	Whether the approved designs/ drawing/Hydraulic particulars/ Cross sections are enclosed		
18.	Whether C.C. lining thickness Grade of concrete and CNS layer thickness proposed are with ref. to the relevant to IS codes		
19.	Whether the data enclosed is based on the current SSR year		
20.	Whether latest cement / Steel rates are adopted	:	
21.	Whether the quotations for non SSR items are	:	

	enclosed		
22.	Whether the lead statement with certificates is enclosed	:	
23.	Whether borrow area/ Quarry maps are enclosed		
24.	Whether the amount of labour component and certificate of L.A. & L.I furnished		
25.	Whether Geological foundation investigations carried out		
26.	Whether extent of L.A./forest lands is furnished		
27.	Are the rates of L.A. adopted based on certificate issued by the Revenue authorities.		
28.	Whether provision for compensatory afforestation and NPV is provided in consultation with Forest dept.,		
29.	Whether the cost of CM and CD works in based on cost curves updated with current SSR		
30.	Whether provision for distributaries and field channels is based on the estimate prepared for a model block covering 10% of the command		
31.	Whether provision made for dewatering and other IS provisions are reasonable		
32.	Whether the provisions for formation of road and crossing, railway crossing and other road crossings based on their specification and standards		
33.	Whether the site was inspected by the component authority before submitting the estimate as indicated below. If so, furnish the date of inspection and confirm whether the estimate is prepared keeping in view line observations		
	i) Below Rs. 5.00 Lakhs Dy. E.E.,		
	i) Upto Rs. 10.00 Lakhs EE		
	Rs. 10.00 Lakhs to Rs. 50.00 Lakhs SE		
	Above Rs. 50.00 Lakhs ENC/CE.		
34.	Are the detailed estimates. DATAs checked in SEs office		
35.	Are the provisions examined/Abstract estimate checked in C.Es office		
36.	Whether the check slip for Admin. Approvals is enclosed		
37.	Whether all officers upto CE signed		
38.	Construction programme of the Project/ Scheme work		
39.	Q.C. check availability proposed for this work		

Executive Engineer, ID.,

IB- Division,

Dy. Executive Engineer, ID.,

IB-Sub-division,

Asst. Exe. Engineer, I.D.,

I.B. Section,

1.5 Name of the Work and the cost of work in lakhs should be indicated at the head of the Report.

Para (1) :- Scope and description of work:

This paragraphs should deal with the scope and description of the work covered by the estimate in relation to the project as a whole. It would contain a reference to the item in the sanctioned project estimate against which the work is proposed to be taken up and should describe or enumerate the principal features of the work.

Para (2) :- Investigations:

This para should deal with the nature of Investigation carried out and the standards adopted for such investigation whether trial pits or trenches are adopted specifying of trial pits, depth of trial pits, bearing data etc., It should also indicate whether the classifications of soils has been inspected and verified by the appropriate officer before preparing the estimate.

Para (3) :- Designs:

This para should indicate whether the estimate prepared is on the basis of designs approved by the competent authority and whether any further work on investigation designs remains incomplete for which L.S. Provisions are made in the estimate. In the letter case, the basis of L.S. Provisions should be explained.

Para (4): Specifications:

This para should indicate whether the estimate is based on APDSS or ISI specifications (reference to standards to be cited) or whether any specifiable specifications not covered by these two standards are adopted. If so, a special mention should be made regarding the items of specifications so incorporated.

Para (5): Rates & Costs:

This para should indicate whether the rates provided in the estimate are based on SSRs and if so of which year. Special mention should be made of any items which are based on market rates or on data approved by competent authority. IN case any work is prepared to be done by departmental machines or through the workshops under the Mechanical Organisation, it should be clearly mentioned whether the estimate is prepared on the basis of such estimates from the Mechanical Organisation for work by machines or on the basis of estimate prepared by the Mechanical Organisation for works such as gates, hoists etc.,

Para (6): Programme of work:

This para should indicate when the work is proposed to be completed and why it is programmed for execution during the period proposed ie., how it is related to the creation of irrigation potential or any other objectives planned for the year making it necessary to plan the work as proposed.

1.5.1. CHECK SLIP TO ACCOMPANY THE ESTIMATE FOR TECHNICAL SANCTION

1.	Name of the work	:	
2.	Cost of work	:	
3.	Provision in the project estimate	:	
a	Reference to Administrative approval	:	
4.	Whether the following enclosures are sent	:	
a	General index plan, site plan and typical drawings showing the general features of the work	:	
5.	Designation of higher officer who inspected and the date	:	Designation:

	of Inspection		Date of Inspection:
a	Suitability of site	:	
b	Suitability of foundation	:	
c	Adequacy of design suiting local condition	:	
d	Soils and materials, qualitative and quantitative and leads	:	
e	Soils classification of Trial pit up to hard rock Level	:	
f	Abnormal dewatering	:	
g	Land Acquisition	:	
h	Forest clearance	:	
i	Availability of funds	:	
J	Any other vital characteristics	:	
6.	Whether latest seigniorages adopted	:	
7.	Whether the rates for earth work by machinery, and gates, hoists etc., are based on sub-estimates prepared by the mechanical organizations	:	
a	Incase of embankments whether provision for consolidation by power roller is invariable made	:	
8.	Proposed date of commencement of work	:	
9.	Proposed date of completion of work.	:	

1.5.2. FORMAT OF LEAD STATEMENT

Name of Work:

Sl.No.	Description of Material	S.S.R Items No.	Source	Unit	Initial cost	Total Lead in K.M	Conveyance Changes	Total Cost
1.	Sand for aggregate							
2.	Coarse aggregate 10 mm below							
3.	Coarse aggregate 20-10 mm							
4.	Coarse aggregate 40-20 mm							
5.	Gravel							
6.	Rough stone							
7.	Steel Fe-415 (HYSD Bars							
8. 9.	Cement							

- Certificates (1) Certified that the leads provided are correct to the best of my knowledge
 (2) Certified that the materials are sufficiently available in the above quarries
 (3) Certified that the items 2 to 4 and 6 are inclusive of blasting charges
 (4) Certified that the rates are inclusive of seigniorage charges

AE/AEE

DEE

EEE

1.5.3. FORMAT OF DETAILED ESTIMATE

Name of the Work:

Sl.No	Description	No	Measurement			Contents
			L	B	D	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

1.5.4. FORMAT OF DATASHEET					
Sl.No.	Description of Items	Unit	Quantity	Unit	
				Rate	Amount
	A. Materials				
	B. Machinery				
	C. Labour				
	A+B+C = -----				
	ADD: For Contractual Profits and Over Head 14%				
	Lead Charges of Course Aggregate from quarry				
	Total Amount				
	Rate per cum = -----				
	Unit				

1.5.5 FORMAT OF ABSTRACT ESTIMATE

NAME OF THE WORK:

SI.No	Quantity	Description of work	Rate	Per	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
11					
12					
13					
14					

1.6. REVISED ESTIMATES/ WORK SLIP

Revised Elements / Work slip sanction must be obtained whenever it is likely to exceed the estimate by more than the powers of the officers to pass excess over expenditure for any reasons other than tender premium. (Para 214 D' Code, G.O.Ms.No.242 dt: 11.02.1996 and (G.O.Ms.No.292 TR & B dt: 08.09.80).

The Revised Estimate/ Work slip will be necessitated due to the following reasons.

1. Variation due to classification of soils
2. Variation due to leads/lifts
3. Variation due to change of designs and specifications
4. Variation due to new items

The rates for supplemental items/new items will be worked out based on the SSR with which original estimate was sanctioned.

1.6.1 Power of Sanction of Revised Estimates

- | | | |
|-----|--|--------------------------|
| (1) | Upto (+) 5.00 %
Over Original Estimate | Executive Engineer |
| (2) | Upto (+) 10.00 %
Over Original Estimate | Superintendents Engineer |
| (3) | Upto (+) 15.00 %
Over Original Estimate | Chief Engineer |
| (4) | Above (+) 15.00
Over Original Estimate | Government |

Superintendent Engineer/ Executive Engineer have no powers to sanction excess over revised estimates sanctioned by higher authorities

1.6.2. REPORT TO ACCOMPANY REVISED ESTIMATE FOR ADMINISTRATIVE APPROVAL:

The original cost and the revised costs as sanctioned from time to time should be indicated at the head of the report one below the other with the year of estimate in brackets against each amount.

Para (1): Scope and description of work:

This para will indicate what the original scope and description of the work was and whether there has been any change since then. The nature of change and a broad justification for the changes should be briefly mentioned in this para.

Para (2): Investigation, Design and specifications:

In this para information should be furnished regarding the items affected due to modifications or changes in investigation, designs and specifications and the reasons for justification of such changes should be broadly and briefly discussed.

Para (3) : Rates:

This para should deal with the basis of rates provided in the revised estimate. It should be clearly indicated whether the rates are in accordance with the agreements and supplemental agreements concluded and if so reference to such agreements should be listed. If any of the rates are based on market rates or data rates approved by the competent authority or on Machine use rates mention should also be made of such time.

This para should also indicate whether any of the rates provided are on the basis of an Arbitration Award or a court order.

Para (4): Analysis of Costs:

This para should indicate the break up of variations in costs due to the following (Net excess to be shown as 'Plus' and net reduction as 'minus')

- a) Variations in Classification of soils.
- b) Variations due to leads lifts.
- c) Variations due to change of specifications.
- d) Variations due to difference in issue rates and stores rates charged to work.
- e) Variation due to escalation of rates payable to contractor in terms of agreement:
- f) Variation due to new items.
- g) Variation due to tender rates.
- h) Other items.

Total net variation:

This para should then discuss the reasons and justification for the variations (a) to (h) individually, reference to authority if any for the modification of variations, additions/alternations should be indicated.

Para (5): Programme of work:

This para should deal with any revision in the programme of work and while so dealing it should clearly indicate whether the delay in the completion of work according to the revised programme has any adverse effect on the creation of irrigation potential as programmed or in the attainment of any other objective as originally planned and if so what remedial measure are proposed to be taken should be indicated.

Para (6) : Miscellaneous:

This para will contain any other information not covered under the above paragraphs, but considered to be relevant.

1.6.3. CHECKSLIP TO ACCOMPANY REVISED ESTAIMTES FOR ADMINISTRATIVE APPROVAL:

1. Name of work :
2. Reference to original Technical
Sanction and amount of sanction :
3. Whether the revised estimate is
Accompanied by the following :
 - a) Report in accordance with
Govt. Memo No dt. :
 - b) Comparative Statement in
accordance with Govt.Memo.No.2665-NSP.I
79-1 dated: 08.11.1979
 - c) Plans showing the original work
and the deviations
4. Summary of costs:
 - a) Original Estimate:
 - b) Revised Estimate at original
Rates (b)- (a):-
 - c) Revised estimate at contract rates
(c) - (b):
Percentage of (c) - (b):
Over (a):
 - d) Total Excess
 - e) Total Excess percentage:
5.
 - a) Date of commencement of work:
 - b) Date of completion as per agreements.
 - c) Revised date of completion:
6. If extended date of completion has
any adverse effect of creation of irrigation
potential or any other objective set forth originally.
7. Highest officer who inspected and approved.
 - a) Revised classification of soils:
 - b) Change of borrow areas for earth work:
 - c) Change of quarries for other materials:
 - d) Change in alignment:

1.6.4. FORMAT OF REVISED ESTIMATES

COMPARATIVE STATEMENT																								
Sl. No	Description of item	Unit	As per Sanctioned Estimate			As per execution with Estimate rates			Revised estimate at contract (Agreement rates)			Physical		Financial		Cost Analysis Variation due to								
			Qty	Rate Rs	Amt Rs	Qty	Rate Rs	Amt Rs	Qty	Rate Rs	Amt Rs	Exces s	Less	Exces s	Less	Classi ficatio ns of Soils	Variatio ns of leads & lifts	Chan ge of Speci ficati ons	Differ ence in issue rates	Escal ation of rates	New items	Tend er rates	Other items	Rema rks

Formula = $\frac{\text{Total Exempted Estimate Value}}{\text{Original Estimate Value}} \times 100$

Excess – Less =

1.7. SUPPLEMENTAL DATA

1. For all items of work in excess of quantity indicated in the schedule 'A' the rates payable for such excess quantities will be SSR of that year with which estimate was prepared and (+) or (-) over all tender percentage accepted by the competent authority compared with agreement rate whichever is less is to be adopted.
2. Supplemental items directly deducible from similar items in the original agreements.

The rates shall be derived by adding to or subtracting from the agreement rate of such similar items, the cost of difference in quantity of material or labour between the new item and take similar item is the sanctioned estimate with which the tenders are compared, plus or minus overall tender percentage

3. New Items

- a) Purely new items which do not correspond to any items in the agreement.
- b) Similar items, the rates of which can not be directly deduced from the original agreement. The rates for all such items shall be estimate rates plus or minus overall tender percentage.

Note: - The estimate rate means the rate in the sanctioned estimate with which the tenders were compared or if no such rate is available in estimate, the rate derived with reference to the S.S.R adopted in the sanctioned estimate with which tenders are compared.

4. Tender percentage should not be added to the rates of supplemental items derived with reference to observed data.

(1) Similar items :-

(1) Rate as per sanctioned Estimate Rs.

(2) Add/Deduct the tender percentage (±)

Rate for similar items Rs.

(2) New items :-

(1) Data worked ___ with SSR of sanctioned estimate year Rs.

(3) Add/deduct the tender % (±)

Rate for similar items Rs.

1.8.0 ESTIMATE OF RRR (REPAIRS, RENOVATION & RESTORATION) MINOR IRRIGATION TANKS – A CASE STUDY

Name of the Work: Repairs, Renovation and Restoration of Sri. Rangarayani M I Tank near Singanamala village & mandal in Anantapur District.									
Sl.No	Description of material	SSR No.	Source	Unit	Initial cost	Difference of seigniorage charges	Total cost	Total lead (km)	Conveyance charges including contractors profit & overhead(14%)
1	Sand fine aggregate	28	Penna river	Cum	250.00	4.00	254.00	10	93.89
2	Coarse aggregate 10mm below	7	Shivapuram	Cum	745.00	5.00	750.00	10	93.89
3	Coarse aggregate 20-10mm	8	Shivapuram	Cum	1020.00	5.00	1025.00	10	93.89
4	Coarse aggregate 40-20mm	9	Shivapuram	Cum	970.00	5.00	975.00	10	93.89
5.	Gravel	M-008	Local	Cum	65.00	2.00	67.00	8	77.79
6	Rough stone		Local	Cum	220.00	5.00	225.00	5	53.64
7	Steel Fe-415(HYSD bars)		Local	MT			37500.00		
8	Cement		Local	MT			4000.00		

Certificates:

1. Certified that the leads are correct to the best of my knowledge.
2. Certified that the materials are sufficiently available in the above quarrie.
3. Certified that the item No.2-4 and 6 required by blasting

1.8.1 Data

1.8.1.1.: IRR-PMW-1-1

Clearing thin jungle growth (more than 50 percent open space) including bushes up to 30 cm/ parthenium and other weeds including burning or disposing off the same as directed etc., complete.

1.8.1.2. IRR-PMW-1-3

Removing stumps, tree roots of bamboo clusters etc., up to 1.50m girth including excavation, stacking the materials neatly and leveling the surface etc., complete with initial lead up to 50m and all lifts.

labour component/unit qty		11.23
Add contractor's profit and overhead charges	0.14	1.57
labour component/unit qty (including contractor's profit)		12.80

ABSTRACT:

A. Cost of Materials		Rs.	0.00
B. Hire charges of Machinery		Rs.	36784.00
C. Cost of Labour		Rs.	10384.56
	Total	Rs.	47168.56
D. Add contractor's profit and overheads (A+B+C)		14%	6603.60
Total cost for	925 sqm	Rs.	53772.16
Rate cum	(A+B+C+D)/925	Rs.	58.13
		or say Rs.	58.00

1.8.1.4. IRR-CAW-2-3

Providing semi-pervious/pervious casing embankment using soil from approved borrow area in layers of 25 cm before compaction including cost of all materials, machinery, labour, all operations such as excavation, sorting out, transporting, spreading in layer of specified thickness, breaking clods, sectioning watering, compacting to density control of not less than 98 percent or as stipulated by sheep's/pad foot roller etc., complete with initial lead Up to 1km and all lifts.

labour component/unit qty		15.21
Add contractor's profit and overhead charges	0.14	2.13
labour component/unit qty (including contractor's profit)		17.34

ABSTRACT:

A. Cost of Materials		Rs.	9081.60
B. Hire charges of Machinery		Rs.	37975.70
C. Cost of Labour		Rs.	6266.07
	Total	Rs.	53323.37
D. Add contractor's profit and overheads (A+B+C)		14%	7465.27
Total cost for	412.80 sqm	Rs.	60788.64
Rate cum	(A+B+C+D)/412.80	Rs.	147.26
		or say Rs.	147.00

1.8.1.5. IRR-PMW-3-5

Removing and resetting distributed dry rubble/ khandi stone pitching 25 to 45 cm thick including packing, welding finishing etc., complete with initial leads and lifts.

DATA:

RATE ANALYSIS

UNIT: 100 sqm

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	NIL		0.00	0.00	0.00
	Total cost of materials			Rs:	0.00

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	NIL		0.00	0.00	0.00
	Total hire charges of machinery			Rs:	0.00

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Work Inspector	Day	1.00	206.00	206.00
2	Mason class II	Day	6.00	206.00	1236.00
3	Mazdoor	Day	6.00	170.00	1020.00
	Total cost of labour			Rs:	2462.00

labour component/unit qty

24.62

Add contractor's profit and overhead charges

0.14

3.45

labour component/unit qty (including contractor's profit)

28.07

ABSTRACT:

A. Cost of Materials

Rs.

0.00

B. Hire charges of Machinery

Rs.

0.00

C. Cost of Labour

Rs.

2462.00

Total

Rs.

2462.00

D. Add contractor's profit and overheads

14%

344.68

Total cost for

100 sqm

Rs.

2806.68

Rate sqm

(A+B+C+D)/100

Rs.

28.07

1.8.1.6. IRR-CCDW-4-6

Providing cement mortar pointing to coursed rubble face stone masonry in CM 1:3 proportion by volume including raking and cleaning joints for 50 mm depth, pressing cement mortar into joints, cost of all materials, labour, scaffolding, finishing, curing etc., complete with initial lead up to 50m and all lifts.

DATA:

Consider 100 sqm area for analysis

considering 15 to 20 mm wide and 50 mm deep joints the quantity of cement mortar required will be about 0.70 cum for 100 sqm pointing.

Quantity of mortar for 100 sqm with 10% waste 0.75 cum

Cement: 322 kg Sand: 0.75 cum

RATE ANALYSIS

UNIT: 100 sqm

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Cement	kg	322.00	4.00	1288.00
2	Sand screened	cum	0.75	254.00	190.50
				Total	1478.50
	Add for scaffolding/rampsetc @	2.50%		Rs.	36.96
	Add seigniorage charges on sand	(Included in material rate) Rs.			0.00
	Total cost of materials			Rs:	1515.46

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	NIL		0.00	0.00	0.00
	(manual mixing)				
	Total hire charges of machinery			Rs:	0.00

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Mason class I	Day	10.00	224.00	2240.00
2	Work Inspector	Day	1.00	206.00	206.00
3	Mazdoor	Day	10.00	170.00	1700.00
	Total cost of labour			Rs:	4146.00

labour component/unit qty**41.46**

Add contractor's profit and overhead charges

0.14

5.80

labour component/unit qty (including contractor's profit)

47.26

ABSTRACT:

A. Cost of Materials		Rs.	1515.46
B. Hire charges of Machinery		Rs.	0.00
C. Cost of Labour		Rs.	4146.00
	Total	Rs.	5661.46
D. Add contractor's profit and overheads		14%	792.60
Total cost for	100 sqm	Rs.	6454.06
Rate sqm	(A+B+C+D)/100	Rs.	64.54
conveyance charges for sand	sqm 0.0075	93.89	0.70
	Rate per sqm	Total Rs.	65.24
		or say	65.00

1.8.1.7. IRR-CAW-8-2

Providing and constructing 25 cm thick dry rubble stone pitching with pin headers at 2 per sqm including cost of all materials, labour, hand packing, finishing etc., complete with initial lead up to 50mm and all lifts.

(rubble stones: 0.23cum/sqm, Stone chips: 0.0375cum/sqm, Pin Headers 30cm: 2/sqm)

RATE ANALYSIS

UNIT: 100 sqm

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Uncoursed rubble stones at quarry	cum	23.00	225.00	5175.00
2	Pin header(through stone) 30 cm	Nos	200.00	15.00	3000.00
3	Stone chips at quarry	cum	3.75	250.00	937.50
	Add seigniorage charges on UCR/ Chips @ Rs.	(Included in material rate) Rs.			0.00
	Total cost of materials			Rs:	9112.50

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	NIL		0.00	0.00	0.00
	Total hire charges of machinery			Rs:	0.00

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Work inspector	Day	1.00	206.00	206.00
2	Mason Class II	Day	5.00	206.00	1030.00
3	Mazdoor	Day	6.00	170.00	1020.00
	Total cost of labour			Rs:	2256.00

labour component/unit qty

22.56

Add contractor's profit and overhead charges 0.14 3.16

labour component/unit qty (including contractor's profit) 25.72

ABSTRACT:

A. Cost of Materials Rs. 9112.50

B. Hire charges of Machinery Rs. 0.00

C. Cost of Labour Rs. 2256.00

Total **Rs. 11368.50**

D. Add contractor's profit and overheads 14% 1591.59

Total cost for 100 sqm Rs. **12960.09**

Rate sqm (A+B+C+D)/100 Rs. **129.60**

conveyance charges for Rubble sqm 0.0075 93.89 12.34

stone Rate per sqm Total Rs. 141.94

or say 142.00

1.8.1.8. IRR-CCDW-1-1

Excavation in all kinds of soil including boulders up to 0.30m dia. For foundations of canal cross drainage and other appurtenant structures and placing the excavated stuff neatly in specified dump area or disposing off the same as directed with initial lead up to 50m and initial lift up to 3m for model etc., complete sections/steps out turn of two mazdoors assumed at 4cum per day

DATA:

RATE ANALYSIS

UNIT: 10 cum

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	NIL		0.00	0.00	0.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
	Total cost of materials			Rs:	0.00

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	NIL		0.00	0.00	0.00
	Total hire charges of machinery			Rs:	0.00

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Work inspector	Day	0.25	206.00	51.50
2	Mazdoor	Day	6.00	170.00	1020.00
	Total cost of labour			Rs:	1071.50

labour component/unit qty

107.15

Add contractor's profit and overhead charges

0.14

15.00

labour component/unit qty (including contractor's profit)

122.15

ABSTRACT:

A. Cost of Materials

Rs.

0.00

B. Hire charges of Machinery

Rs.

0.00

C. Cost of Labour

Rs.

1071.50

Total

Rs.

1071.50

D. Add contractor's profit and overheads

14%

150.01

Total cost for

10 sqm

Rs.

1221.51

Rate sqm

(A+B+C+D)/10

Rs.

122.15

or say

122.00

1.8.1.9. IRR-CCDW-2-5

Providing and laying insitu vibrated M-10(28 days cube compressive strength not less than 10 N/sq mm) grade cement concrete using 40 mm down size approved, clean, hard graded aggregates for foundation filling including cost of all materials, machinery, labour, formwork, cleaning, batching, mixing, placing in position, leveling, vibrating finishing, curing etc., complete with initial lead up to 50m and all lifts.

(Cement content: 190 Kg/cum with use of super plasticizer (0.4% by wt of cement), CA: 0.90cum, blending ratio of CA-50: 30: 20, FA: 0.40cum)

RATE ANALYSIS

UNIT: 10 cum

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Cement for mix	kg	3610.00	4.00	14440.00
	Cement for Incidentals @3 kg/cum	kg	57.00	4.00	228.00
2	Coarse aggregate 40-20mm	cum	8.55	975.00	8336.25
	Coarse aggregate 20-10 mm	cum	5.13	1025.00	5258.25
	Coarse aggregator 10 below	cum	3.42	750.00	2565.00
3	Fine aggregate	cum	7.60	254.00	1930.40
4	Super Plasticizer	kg	14.44	47.00	678.68
5	Use rate of shuttering for 40 uses	sqm	19.00	149.55	2841.45
	Scaffolding @ of shuttering	10%			284.15
6	Sundries	LS	0.50	30.00	15.00
	Add seigniorage charges on CA @	(included in material rate) Rs.			0.00
	Add seigniorage charges on FA @	(included in material rate)Rs.			0.00
	Total cost of materials			Rs:	36577.18

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Concrete mixer300/200ltr (diesel)	Hour	8.00	39.00	312.00
	Fuel/ Energy charges	Hour	8.00	50.00	400.00
2	5 hp pump(diesel)	Hour	0.50	7.00	3.50
	Fuel/ Energy charges	Hour	0.50	50.00	25.00
3	Water tanker 8000 ltr	Hour	1.00	248.00	248.00
	Fuel/ Energy charges	Hour	1.00	187.00	187.00
4	Needle vibrator 40mm dia(petrol)	Hour	8.00	5.00	40.00
	Fuel/ Energy charges	Hour	8.00	10.00	80.00
	Total hire charges of machinery			Rs:	1295.50

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Crew for concrete mixer	Hour	8.00	111.80	894.40
2	Crew for Pump	Hour	0.50	55.91	27.96
3	Crew for Water Tanker	Hour	1.00	82.10	82.10
4	Crew for vibrator	Hour	8.00	80.48	643.84
5	Mason class I	Day	1.00	224.00	224.00
6	Work inspector	Day	1.00	206.00	206.00
7	Mazdoor				
	for batching materials	Day	11.00	170.00	1870.00
	for loading mortar pans	Day	4.00	170.00	680.00
	for laying	Day	3.00	170.00	510.00
	for conveying concrete	Day	19.00	170.00	3230.00
8	for cleaning/washing/curing	Day	1.00	170.00	170.00
9	Labour cost for shuttering	sqm	19.00	44.04	836.76
	Total cost of labour			Rs:	9375.06

labour component/unit qty		493.42
Add contractor's profit and overhead charges	0.14	69.08
labour component/unit qty (including contractor's profit)		562.50

ABSTRACT:

A. Cost of Materials		Rs.	36577.18
B. Hire charges of Machinery		Rs.	1295.50
C. Cost of Labour		Rs.	9375.06
	Total	Rs.	47247.74
D. Add contractor's profit and overheads		14%	6614.68
Total cost for	19 sqm	Rs.	53862.42
Rate sqm	(A+B+C+D)/19	Rs.	2834.86
Conveyance charges for Coarse aggregate(metal)	0.9	93.89	84.50
Conveyance charges for Fine aggregate(sand)	0.4	93.89	37.56
	Total Rs.		2956.92
	or say		2960.00

1.8.1.10 IRR-CCDW-2-21

Providing and laying insitu vibrated M-15(28 days cube compressive strength not less than 15N/sqm) grade cement concrete using 40 mm down size approved, clean hard, graded aggregates with placing and sinking plums of size 150 to 80 mm up to 15 percent for gravity labour, formwork, scaffolding, cleaning, batching, mixing placing in position, leveling, vibrating , finishing, curing etc., complete with initial lead

Up to 50 mm and all lifts.

Note:

If water is to be brought from other place add only lead charges @ 500 ltr/cum (Cement content: 204 kg/cum with use of super plasticizer(0.4% by wt. of cement), CA: 0.765cum, Blending Ratio of CA-50:30:20, FA: 0.34 cum, plums of size of 150 to 80 mm : 0.25cum)

RATE ANALYSIS

UNIT: 20.00 cum

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Cement for mix	kg	4080.00	4.00	16320.00
	Cement for Incidentals @4 kg/cum	kg	80.00	4.00	320.00
2	Coarse aggregate 40-20mm	cum	7.65	975.00	7458.75
	Coarse aggregate 20-10 mm	cum	4.59	1025.00	4704.75
	Coarse aggregator 10 below	cum	3.06	750.00	2295.00
3	Plums o f size 150 to 80 mm	cum	5.00	250.00	1250.00
4	Fine aggregate	cum	6.80	254.00	1727.20
5	Super Plasticizer	kg	16.32	47.00	767.04
	Use rate of shuttering for 40 uses	sgm	55.00	149.50	8222.50
6	Scaffolding @ of shuttering	30%			2466.75
	Add seigniorage charges on CA @	(included in material rate) Rs.			0.00
	Add seigniorage charges on FA @	(included in material rate)Rs.			0.00
	Total cost of materials			Rs:	45531.99

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Concrete mixer300/200ltr (diesel)	Hour	8.00	39.00	312.00
	Fuel/ Energy charges	Hour	8.00	50.00	400.00
2	5 hp pump(diesel)	Hour	0.50	7.00	3.50
	Fuel/ Energy charges	Hour	0.50	50.00	25.00
3	Needle vibrator 40mm dia(petrol)	Hour	8.00	5.00	40.00
	Fuel/ Energy charges	Hour	8.00	15.00	120.00
	Total hire charges of machinery			Rs:	900.50

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Crew for concrete mixer	Hour	8.00	111.80	894.40
2	Crew for Pump	Hour	0.50	55.91	27.96
3	Crew for needle vibrator	Hour	8.00	80.48	643.84
4	Mason class I	Day	1.00	224.00	224.00
5	Work inspector	Day	1.00	206.00	206.00
6	Mazdoor				
	for batching materials	Day	11.00	170.00	1870.00
	for loading mortar pans	Day	4.00	170.00	680.00
	for laying	Day	5.00	170.00	850.00
	for placing plums	Day	2.00	170.00	340.00
	for conveying concrete	Day	20.00	170.00	3400.00
	for conveying plums	Day	2.00	170.00	340.00
	for cleaning/washing/curing	Day	1.00	170.00	170.00
7	Labour cost for shuttering	sgm	55.00	44.04	2422.20
	Labour for Scaffolding@	30%			726.66
	Total cost of labour			Rs:	12795.06

labour component/unit qty		639.75
Add contractor's profit and overhead charges	0.14	89.57
labour component/unit qty (including contractor's profit)		729.32

ABSTRACT:

A. Cost of Materials		Rs.	45531.99
B. Hire charges of Machinery		Rs.	900.50
C. Cost of Labour		Rs.	12795.06
	Total	Rs.	59227.55
D. Add contractor's profit and overheads		14%	8291.86
Total cost for	20 sqm	Rs.	67519.41
Rate sqm	(A+B+C+D)/20	Rs.	3375.97
Lead charges of Coarse aggregate from quarry	0.9	93.89	84.50
Lead charges of Coarse aggregate / sand from quarry	0.4	93.89	37.56
	Total Rs.		3498.03
	or say		3500.00

1.8.1.11. IRR-CCDW-2-26

Providing and laying insitu M-20(28 days cube compressive strength not less than 20 N/sqm) grade cement concrete using 20 mm down size approved, clean, hard, graded aggregates for wearing coat including cost of all materials, machinery, labour, formwork, cleaning, batching, mixing, placing in position in alternate panels, leveling compacting, finishing, curing, packing joints with asphalt mortar etc., complete with initial lead up to 50 m and all lifts. (cement content: 300 kg/cum)

Note:

If water is to be brought from other place add only lead charges @ 500 ltr/cum (Cement content: 300 kg/cum with use of super plasticizer(0.4% by wt. of cement), CA: 0.8cum, Blending Ratio of CA-65:35 FA: 0.45 cum

RATE ANALYSIS

UNIT: 17.50 cum

A. MATERIALS:

Sl. No	Particulars	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Cement for mix	kg	5250.00	4.00	21000.00
	Cement for Incidentals @5 kg/cum	kg	87.50	4.00	350.00
2	Coarse aggregate 20-10 mm	cum	9.10	1025.00	9327.50
	Coarse aggregator 10 below	cum	4.90	750.00	3675.00
3	Fine aggregate	cum	7.88	254.00	2001.52
4	Super Plasticizer	kg	21.00	47.00	987.00
5	Use rate of shuttering for 40 uses	sqm	8.75	149.55	1308.56
6	Sundries(asphalt mortar etc)	LS	5.00	30.00	150.00
	Add seigniorage charges on CA @	(included in material rate) Rs.			0.00
	Add seigniorage charges on FA @	(included in material rate)Rs.			0.00
	Total cost of materials			Rs:	38799.58

B. MACHINERY:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Concrete mixer300/200ltr (diesel)	Hour	8.00	39.00	312.00
	Fuel/ Energy charges	Hour	8.00	50.00	400.00
2	5 hp pump(diesel)	Hour	0.50	7.00	3.50
	Fuel/ Energy charges	Hour	0.50	50.00	25.00
3	Needle vibrator 40mm dia(petrol)	Hour	8.00	5.00	40.00
	Fuel/ Energy charges	Hour	8.00	10.00	80.00
	Total hire charges of machinery			Rs:	860.50

C. LABOUR:

Sl. No	Description	Unit	Quantity	Rate	Amount
				in Rs.	in Rs.
1	Crew for concrete mixer	Hour	8.00	111.80	894.40
2	Crew for Pump	Hour	0.50	55.91	27.96
3	Crew for Needle vibrator	Hour	8.00	80.48	643.84
4	Mason class I	Day	2.00	224.00	448.00
5	Work inspector	Day	1.00	206.00	206.00
6	Mazdoor				
	for batching materials	Day	11.00	170.00	1870.00
	for loading mortar pans	Day	4.00	170.00	680.00
	for laying	Day	4.00	170.00	680.00
	for conveying concrete	Day	17.50	170.00	2975.00
	for cleaning/washing/curing	Day	2.00	170.00	340.00
7	Labour cost for shuttering	sqm	8.75	44.04	385.35
	Total cost of labour			Rs:	9150.55

labour component/unit qty

Add contractor's profit and overhead charges 0.14 73.20
labour component/unit qty (including contractor's profit) 596.09

ABSTRACT:

A. Cost of Materials Rs. 38799.58
B. Hire charges of Machinery Rs. 860.50
C. Cost of Labour Rs. 9150.55

Total **Rs. 48810.63**

D. Add contractor's profit and overheads 14% 6833.49

Total cost for 17.5 sqm Rs. **55644.12**

Rate sqm (A+B+C+D)/17.5 Rs. **3179.66**

Conveyance charges for Coarse aggregate(metal) 0.8 93.89 75.11

Conveyance charges for Fine aggregate(sand) 0.45 93.89 42.25

Total Rs. 3297.03

Or say **3300.00**

**1.9.0.Copy of Chief Engineer/Minor Irrigation Circular Memo No. DEC II/OT3/SO5/Circular,
Dt: 02.07.2004.**

Sub: Minutes of Meeting held on 15.12.2003 at 11.00 AM in the chamber of Principal Secretary to Government Finance (Works & Projects) Department- Reg.

Ref: Govt.U.O Note No.3274/F.8 (1)/03.Dt: 26.12.2003.

A copy of U.O. Note cited along with Minutes of Meeting held on 15.12.2003 at 11.00 AM in the Chambers of Principal Secretary to Government is herewith communicated to all Superintending Engineers. In this connection the following further instructions are issued.

1. Defect Liability period for maintenance works:

The defect liability period for maintenance work of Reservoirs and Canals may be modified to cover the period of water storage/ supply at least for one season. All Superintending Engineers are requested to work out modalities and furnish their suggestions immediately and meanwhile incorporate the period to safeguard the interest of Government.

2. Insurance for works:

All Superintending Engineers are requested to follow the instructions scrupulously as noted in the minutes. Insurance policy should be taken at time of concluding agreement itself. A condition to the above effect should be clearly mentioned in the relevant clause of the Tender Schedules.

3. Interest on Mobilization Advances:

As per the Minutes, no of installments should be fixed so as to ensure that entire loan amount is recovered by the time 75 %- 80% of work is completed and paid for. All Superintending are requested to fix up no of installments as per the minutes and see that the entire amount is recovered by the time 75%- 80% of work is completed and paid for. A suitable clause indicating the above condition should be incorporated in the tender schedule also.

4. Quality control Certificates:

The present system of quality control certification for each bill should be followed and a clause to that extent should be incorporated in tender schedules. Executive Engineer should follow this strictly and no deviations in this would be allowed for any payments.

5. Supplementary Agreement:

As per the Minutes, the supplemental agreements should be concluded only after Revised Estimate/ work slip/deviation statement is approved by the competent authority.

Liquidated Damage:

As per the Minutes, the clause of liquidated damages is applicable to all L.S. contracts irrespective of monetary value. All Superintending Engineers are requested to follow this and a relevant clause should be incorporated in tender schedules.

Utilization of savings on works:

As per the Minutes the savings resulting on account of discount tender should not be utilized for any other purpose. If any excess work is necessitated as per site conditions over and above the agreement value on account of excess quantities or new items, prior approval is to be obtained from competent authority with financial implications. In the event of exceeding more than 15% over and above the agreement value, in all such cases; a Revised Estimate must be submitted to Committee Chief Engineers. All such Revised Estimates should be prepared (check slips, report accompanying the estimates and comparative statements etc.) as per the instructions issued by

Government vide Govt. Memo No.13683/Genl-2/03-1, Dt: 21.10.2003 and submitted to this office in order to submit the Revised Estimates to Committee of Chief Engineers. In effect this means that agreement value is criteria for working the deviations, variations excess or less and tender excess or less should not be taken into consideration.

All Superintending Engineers are requested to acknowledge line receipt of all the above circular memo 1st cited and furnish a compliance report. They should also issue suitable instruction to their Executive Engineers for strict compliance.

Chief Engineer, Minor Irrigation.

To,
The Superintending Engineer,
Irrigation Circle.
Anantapur.

For Chief Engineer, Minor Irrigation.

To all DCE's for guidance and compliance.

1.10 EXTRACT OF G.O.Ms.No. 94, dt. 01-07-2003

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

I & CAD Department – Tender procedures and Registration of contractors Rules – Comprehensive – Orders issued.

IRRIGATION AND CAD (PW-COD) DEPARTMENT

G.O.Ms.No.94.

Dated: 01.07.2003

Read the following:-

1. GOMS.No.521.I & CAD(PW) Department, dated: 10.12.1984
2. GOMS.No.132,TR & B(R1) Department, dated: 11.08.1998
3. GOMS.No.23, I & CAD (PW) Department, dated: 05.03.1999
4. GOMS.No.8, TR & B (R1) Department, dated: 08.01.2003.

ORDER:

Government have constituted a Cabinet Sub-Committee in GO.938 TR &B (R1) Department, dated. 29.11.2000. The Cabinet Sub-Committee examined various issues relating to revision and streamlining of tender procedures with the following objectives.

- 1) Simplification of procurement procedures.
- 2) Achieving greater transparency in procurement.
- 3) Reducing delay in procurement.
- 4) Improving quality of construction.
- 5) Ensuring timely completion of projects.

2. The Cabinet Sub- Committee analyzed the deficiencies in the existing procedures in respect of registration of contractors, qualification criteria, verification of certificates, standard bidding documents, tender premium, purchase of tender documents by non-serious bidders, prevention of cartel formation, deduction of taxes at source, maintenance of assets, grading of contractors and engineers, quality control measures etc., and examined different alternatives in order to achieve better results and made recommendations to the Government for consideration. Government, after careful examination of the recommendations of the Cabinet Sub- Committee and in partial modification of the orders issued in the G.O.1st, 2nd & 3rd read above, have issued certain modified orders in GO 4th read above.

3. In order to simplify the adoption of the Government orders, issued in the GOs 1st to 4th read above, Government hereby issue a comprehensive order on all the issues covered in GOs in the Annexures appended to this order. Consequently with the issue of this GO., the GOs (1) to (4) read above stand abated.

4. These orders are made applicable with immediate effect.

5. This order issues with the concurrence of Finance & Planning (W&P) Department vide their U.O. Note No. SP4649/F8 (2)/2003-1, dated: 12.06.2003.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

J. HARINARAYAN

PRINCIPAL SECRETARY TO GOVERNMENT

1.10.1: PREPARATION OF REALISTIC ESTIMATES:

(Extract of G.O.Ms.No. 94: Enclosure to G.O.Ms.No.94, I&CAD (PW) Department, dated: 1.7.2003.)

(Compendium of orders issued in GO.Ms.No.521, Irrigation (PW) Department, dated: 10.12.1984, GO.Ms.No.132, TR &B Department, dated: 11.08.1998, GO.Ms.No.23, I & CAD Department, dated: 05.03.1999 & GO.Ms.No.8, TR&B Department, dated: 08.01.2003)

(a) Standard Data:

- i) The standard data which forms basis for preparation of estimates for all Civil Engineering works shall be updated taking the improved construction technology into consideration.
- ii) The Chairman Board of Chief Engineers and Engineer-in-Chief (Admn) I & CAD Department shall complete the updation of Standard data.

(b) Finalization of Standard Schedules of Rates (SSRs)

The SSRs shall be finalized before June without exception every year. The preparation of SSR shall be made more transparent by associating the representatives of Construction Industry, National Academy of Construction and the Institution of Engineers (India) A.P State Centre, at the time of finalization. For cities like Hyderabad and Visakhapatnam, unit rates will be prepared for various component items.

(c) Provisions to be made in the estimates:

In order to prepare realistic estimates, the following provisions are permitted to be added in the estimate.

- i) Tax at the rate of 2% for items relating to canal digging, lining, repairing road works etc., where the earth work excavation and embankment is involved and for works other than the above, tax at 4% shall be added in the data.
- ii) A lump sum provision shall be made in the abstract estimate towards insurance considering the agreement period and defect liability period of two years for the original works and one year for maintenance works by obtaining details of insurance premium from Insurance Organizations.
- iii) A lump sum provision shall be made in abstract estimates to meet the expenditure to be incurred by the contractor on engaging Technical Personnel based on number of persons indicated in the tender document and permissible wages as per SSRs.
- iv) A lump sum provision shall be made in the abstract estimate towards Banker's charges for obtaining Bank guarantees for payment of E.M.D, performance security and release of retention amount as per prevailing procedure based on the period i.e., period of completion plus defect liability period. The Chief Engineer concerned shall assess duly obtaining the details thereof from the Scheduled Banks and suitable provision shall be made. Till then, no provision for this item need be provided.
- v) A provision at 1 percent of the cost of Cement towards construction of temporary store shed shall be added on the data of relevant items.

- d) At the time of preparation of estimates, proper cares should be taken to provide the lump sum provisions for the aforesaid items and necessary conditions also should be incorporated in the tender document for suitable reimbursement to the contractors from out of the above provisions, however not exceeding the amounts indicated against each, on production of the insurance policies, copies of appointment orders with payments vouchers, Bank Guarantee etc., Failing to comply with the above, reimbursement shall not be allowed but suitable penalty shall be imposed for not engaging technical personnel and the Engineer-in-Charge shall take insurance policy at the cost of contractor duly

deducting the premium from the contractors bill. Contractor has to take policy in favor of the employer i.e. Department.

e) Rates of Earth work Excavation (with machine)

Machine rates are to be adopted in all cases for earth work excavation where the quantities exceed 1000 cum with relaxation on the following items of works.

- i) Earth work excavation for seating to lining for a depth of 0.10 m to 0.15m for Canals/ Channels
- ii) Removal of silt and slushy soils from the Canals/Channels where depth or removal is less than 0.30m.
- iii) Earth work excavation for restricted foundation for small structures building foundations etc.
- iv) Silt in slushy soils removal in lined canal, where movement of machinery is restricted.
- v) Earth work excavation for model sections, chutes etc., where the movement of machinery is restricted.

1.10.2.: SANCTION OF ESTIMATES:

1.10.2.1: Administrative Approval:

Administrative approvals to the estimates for major and medium irrigation schemes as well as schemes relating to R & B Department will be accorded in two stages.

- I) In stage-1, the administrative approval will be accorded for the following items which will help in preparation of detailed project reports.
 - i) Detailed investigation.
 - ii) Preparation of EIA and EMP reports, R&R plan, forest clearance etc.,
 - iii) Preparation of detailed designs/ drawings
 - iv) Obtaining of necessary clearances.
 - v) Acquisition of minimum lands required.
 - vi) Completion of R&R, EMP etc.,
 - vii) Shifting of utilities for R&B works.
- II) In stage-II projects will be prioritized and adequate funds be provided to complete them in realistic time frame. The second stage administrative approval will be issued only after designs are finalized, detailed investigation completed and lands are acquired for taking up works without interruption for the first two years. However, in respect of certain works such two approvals will be given straightaway on certification by the Engineer-in-Chief/ Chief Engineer concerned that Stage-I approval is not needed and that the designs are finalized, detailed investigation completed, lands are acquired and utilities are shifted for taking up the work without interruption in the first two years.

1.10.2.2: Technical Sanction

Notwithstanding anything contained in the relevant codal provisions, APSS and Government orders with regard to the procedure of according the technical sanction, enhanced powers are delegated to the field officers as follows:

Executive Engineers upto : Rs.10.00 lakhs

Superintending Engineer : Rs.50.00 lakhs

Chief Engineers upto the value of the administrative approval.

1.10.2.3: Limits of inspection of works for issue of Technical Sanction:

The department officials should inspect work before technical sanction is accorded by the competent authority as per the monetary limits indicated below.

For Engineers-in-Chief/Chief Engineers	: Rs.500 lakhs and above
For Superintending Engineers	: Rs.50 lakhs and to below Rs.500 lakhs
For Executive Engineers	: Up to Rs. 50. Lakhs

Scrutiny of estimates should taken up at random by authority one level higher than that competent to issue technical sanction to the estimates except in the case of Chief Engineer/ Engineer-in-Chief.

1.10.2.4: Variations other Provision to be made in the estimates:

1. Labour cost of 1%
2. VAT
3. Insurance
4. Technical agency
5. Tender charges
6. Banker charges
7. Documentation charges
8. Unforeseen items

1.11. BENEFIT COST RATIO (Minor Irrigation)

A benefit cost analysis is a prerequisite for obtaining administrative sanction and financial approval of any project. The total cost of the project at its different stages of implementation, e.g., investigation, planning, construction and maintenance is estimated after a careful analysis of the various factors involved. The net benefit is also calculated on the basis of the net increase in yield after the completion of the project. A project is justified only when the benefit-cost ratio is more than unity.

While elevating financially the cost of Minor Projects taking in to account ayacut, cropping pattern, yield etc., the norm being used is based on the B.C. Ration concept. In case of more than one crop in the same ayacut (two crops), the second crop being in a portion of the same ayacut or entirely different ayacut, the method of calculation of B.C. Ratio is on the basis of yields that will be obtained from the gross ayacut namely the total produce derived from the both the crops.

It is necessary to adopt a suitable yardstick for working out the cost per Hectare to have a general idea as to how much it costs to give irrigation to one Hectare. The cost per hectare can be worked out taking into account the gross ayacut of first and second crops for which irrigation water is supplied. Thus if the per hectare Khariff I.D. is 500 hectare and Rabi I.D. is 250 hectares the per hectare cost irrigation has to be calculated on the basis of 750 hectares, irrespective of whether the second crop is in the same ayacut or entirely different ayacut, per hectare cost is not recognized normally for evaluating a minor irrigation project, yet this will give a general financial idea as to how much capital investment is required to give irrigation to one hectare. Such an idea though gives a rough financial appraisal may not be used as a yardstick for sanctioning a Minor Project.

1.12. Delegation of Financial Powers to HODs, Regional Officers, District Officers and Unit Officers (G.O.Ms.No.148 F&P (FW.ADMN.I.TFR.) DEPT Dt. 21-10-2000)

Sl.No.	Item of Expenditure	Ceiling limits for Secretariat Depts/HODs/Dist. Collectors	Ceiling limits for Regional Officers	Ceiling limits for District Unit Officers (Other than Collectors)
1	2	3	4	5
1	Maintenance of motor vehicles a) Light vehicles b) Heavy vehicles	Full powers (subject to guidelines vide G.O.Ms. No.333 GA (OPII), Dt31-07-97 - do -	Rs.20,000/- per vehicle Rs.40,000/- per vehicle	Rs.20,000/- per vehicle Rs.40,000/- per vehicle
2	Purchase of stationery	Full powers	Full powers	Full powers
3	Purchase of steel and wooden furniture a) Purchase of furniture b) Repairs to furniture	Full powers Full powers Full powers	Rs.50,000/- Rs.5,000/-	Rs.10,000/- Rs.5,000/-
4	Rent for office building	Full powers according to plinth area values & rent assessment By R&B Dept.	Full powers according to plinth area values & rent assessment by R&B Dept.	Full powers according to plinth area values & rent assessment by R&B Dept.
5	Purchase of bulbs and lamps	Full powers	Rs.10,000/-	Nil
6	Light refreshment	Rs.300/- at a time not exceeding Rs.2000/- P.M.	Rs.200/- p.m.	Rs.200/- p.m.
7	Repairs to Typewriters	Full powers	Full powers	Full powers
8	Condemnation of vehicles	Full powers subject to technical scrutiny by PWD Dept or Area Transport Officer	Full powers subject to technical scrutiny by PWD Dept or Area Transport Officer	Full powers subject to technical scrutiny by PWD Dept or Area Transport Officer
9	Repairs to duplicators	Full powers	Full powers	Full powers
10	Organization of sports & games	Rs.50,000	Rs.10,000	Rs.10,000
11	Electrical installations a) For addl. Improvements & alterations to the existing electrical installations for each building and apartments in the compound b) improvements, alterations and new installations to new buildings	Full powers Rs.1,00,000/-	Rs.5,000/- Rs.50,000/-	Rs.5,000/- Rs.50,000/-

12	Printing locally without referring to Govt. Press	Full powers	Full powers	Full powers`
13	Visits of high personnel	Rs.5,000/- on each occasion subject to a ceiling of Rs.50,000/-	No limit on an occasion not exceeding Rs.5,000 p.a.	No limit on an occasion not exceeding Rs.5,000 p.a.
14	Purchase of Non-Govt. publications relevant to law and administrative management	Full powers	Rs.5,000/-	Rs.5,000/-
15	Crockery, cutlery and utensils (initial purchases)	Rs.5,000/-	Rs.1,000/-	Rs.1,000/-
16	Printing and binding	Full powers	Full powers	Full powers
17	Purchase of wall clocks not exceeding one piece of each unit office at a cost not exceeding	Rs.1,000/-	Rs.500/-	Rs.500/-
18	Purchase of fans	Full powers	Full powers	Full powers
19	Write off of various kinds	Rs.5.00 lacs	-	- As amended in G.O.Ms.No.471 Fin (TFR), dt. 03-09-2001.
20	Air coolers	Full powers	Nil	Nil
21	Drawl of amounts on abstract	Rs.10,000/-	Nil	Nil
22	Photographic charges	Nil	Nil	Rs.1,000/-
23	Freight charges	Full powers	Full powers	Full powers
24	Apparatus, instruments and machinery	Full powers	Full powers	Full powers`
25	Purchase of stores	Full powers	Nil	Nil
26	Legal costs	Full powers	Full powers	Full powers
27	Expenditure on Exhibitions	Full powers	Nil	Nil
28	Maintenance of residential and non-residential buildings of Prisons Dept.	Full powers	Nil	Nil
29	Petrol, Oil, lubricants	Full powers	Full powers	Full powers
30	Maintenance of computers	Full Powers (through APTS or original manufacturer)	Full powers (through APTS or original manufacturer)	Full powers (through APTS or original manufacturer)
31	Maintenance of Xerox machines	Full powers	Full powers	Full powers
32	Maintenance of fax machines	Full powers	Full powers	Full powers
33	Purchase of computer/fax machine stationery (printer ribbons, heads, cartridges, floppies, CDs and tapes etc.)	Full powers	Full powers	Full powers
34	Air coolers repairs	Full powers	Full powers	Nil

35	Supply of uniform cloth to class IV employees	Full powers	Full powers	Full powers
36	Telephone for connectivity purpose	Full powers	Full powers	Full powers
37	Internet service charges	Full powers	Rs1,000/-	Rs.1,000/-
38	Refreshment expenditure on visits of officials from other states	Full powers	Rs1,000/-	Rs.500/-
39	Purchase of batteries	Full powers	Full powers	Full powers
40	Pest control measures, fire alarm and fire extinguishers – Maintenance	Full powers	Full powers	Full powers
41	Electric and networking works relating to computer, air conditioner, and UPS equipments	Full power	Full power	Full power
42	Courier charges	Full power	Full power	Full power
43	Supply of uniform cloth for junior officers	Full powers	Nil	Nil

2. TENDER PROCESS

2. TENDER PROCESS

2.1 ISSUE OF TENDER NOTICE FOR NORMAL TENDERS

- 2.1.1 Sample letter to Publication Cell of I&CAD Dept.
- 2.1.2 Publication in Daily Newspapers
- 2.1.3 Sample of Tender Notice

2.2 TENDER DOCUMENT

- 2.2.1 Cost of Tender Schedules
- 2.2.2 Collection of EMD
- 2.2.3 Prevention of Collusion of Contractors
- 2.2.4 Issue of Tender Schedules
- 2.2.5 Receipt of Tenders
- 2.2.6 Acceptance of Tenders
- 2.2.7 Finalization of Tenders
- 2.2.8 Additional Security Deposit
- 2.2.9 Time for Completion

2.3 TENDERS THROUGH 'E-PROCUREMENT'

- 2.3.1 'e' Procurement deals with
- 2.3.2 Advantages of 'e' procurement
- 2.3.3 Situation before 'e' procurement
- 2.3.4 The following are the reforms in the tender process to 'e' procurement.
- 2.3.5 Key Objectives of 'e' procurement
- 2.3.6 Scope of 'e' Procurement services
- 2.3.7 Online bid submission
- 2.3.8 Online Evaluation
- 2.3.9 Online issue of Letter of Award
- 2.3.10 Tender Process of 'e' Procurement
- 2.3.11 Evaluation of Tenders : A Case Study
- 2.3.12 Tender Details
 - 2.3.12.1 Tender Number
 - 2.3.12.2 Tender Type
 - 2.3.12.3 Transaction Fee Details
 - 2.3.12.4 Amount Details
 - 2.3.12.5 Other Details
 - 2.3.12.6 Longitude / Latitude
 - 2.3.12.7 Geographical Particulars
- 2.3.13 Registration with 'e' procurement platform
 - 2.3.13.1 Digital Certificate Authentication
 - 2.3.13.2 Hard Copies
 - 2.3.13.3 The G.O.Ms.No.174, I&CAD Dept, dated 01-09-2008, Deactivation of Bidders
 - 2.3.13.4 Payment of Transaction Fee
 - 2.3.13.5 Corpus Fund
 - 2.3.13.6 Tender Document
- 2.3.14 General Terms & Conditions

- 2.3.15 Eligibility Criteria
- 2.3.16 Bill of Quantity (BoQ)
- 2.3.17 Format of Technical Bid Evaluation
- 2.3.18 Format of Statement Showing the Particulars of Value of Work Done
- 2.3.19 Finalization of Tenders
- 2.4 Engineering Procurement & Construction System
 - 2.4.1 Short listing of Agencies
 - 2.4.2 Calling of Tenders
 - 2.4.3 Filing of Tenders
 - 2.4.4 Qualification Criteria
 - 2.4.5 Financial Bids
 - 2.4.6 Construction Programme (Mile Stones)
 - 2.4.7 Approval of Designs
 - 2.4.8 Payment Schedule
 - 2.4.9 Payments
 - 2.4.10. Intermediate payments
 - 2.4.11. Price adjustment
 - 2.4.12. Units For Arranging Intermediate Payment
 - 2.4.13. Contract Price
 - 2.4.14. Changes in the Quantities
 - 2.4.15. Extra Items
 - 2.4.16. Duties & Taxes
 - 2.4.17. Payments
 - 2.4.18. Taxes included in the Bid
 - 2.4.19. Retention Money
 - 2.4.20. Liquidated Damages and Incentives
 - 2.4.21. Mobilization Advance:
 - 2.4.22. Employment of Technical persons:
 - 2.4.23. Subletting of Contract:
 - 2.4.24. Insurance:
 - 2.4.25. Reduction in Scope of work (Ayacut)
 - 2.4.26. Extension of Time.
 - 2.4.27. Quality Control
 - 2.4.28. Check Measurement.
- 2.5 Roles and Responsibilities of Technical Officer (All Categories)
- 2.6 EPC Related GOs
- 2.7 e-Procurement
 - 2.7.1 Validation and enablement of procurement process through e-Procurement
 - 2.7.2 Introduction of 'e' Procurement in Irrigation and R & B Departments – Guidelines/Procedure
 - 2.7.3 Guidelines/Procedure to be followed in introduction of 'e' Procurement in Irrigation and R & B Departments
 - 2.7.4 Publication of NIT on the e-Procurement market place
 - 2.7.5 Public Works – Reforms in Public Works Departments

- 2.7.6 e-Procurement– Taking up of works costing Rs.50 lakhs
- 2.7.7 Public works - Introduction of e-Procurement for all purchases costing Rs. 10 lakhs and above
- 2.7.8 Implementation of e-Procurement project in all the departments
- 2.7.9. R & B Dept e-Procurement–taking up works costing Rs.10 lakhs and above
- 2.7.10. Future Business Model & Pricing structures w.e.f. 01.04.2004
- 2.7.11. Introduction of e-Procurement – in Irrigation, R & B and other Engineering Department

2.1 ISSUE OF TENDER NOTICE FOR NORMAL TENDER

After according technical sanction by the competent authority the tenders are to be called for. After that tender notice in the prescribed format (copy enclosed) is to be sent to the tender digest, of A.P Publication cell for the works costing Rs. 5,000/- and above for publishing in the tender digest. There should be 14 clear days from the date of issue of Tender Notice to receipt of tenders. Tenders are to be received only after the tender notice is published in tender digest of Andhra Pradesh.

Monitor limits of contractors for tendering:	<u>Spl. Class</u>	<u>Ist Class</u>	<u>IInd Class</u>	<u>IIIrd Class</u>	<u>IVth Class</u>	<u>Vth Class</u>
	Upto any extent	Upto Rs.10 Crores	Upto Rs.5 Crores	Upto Rs.1 Crore	Upto Rs.50 Lakhs	Upto Rs.10 Lakhs

Note: The Contractor registered in higher class can tender for the works falling under lower classes also

2.1.1. Sample letter to Publication Cell of I&CAD Dept.

ఇరిగేషన్ డిపార్టుమెంట్

శ్రీ.....

ఎగ్జిక్యూటివ్ ఇంజనీరు, ఐ.డి.
ఐ.బి. డివిజను, అనంతపురం వారి నుండి

ఆఫీసర్-ఇన్-చార్జ్
పబ్లికేషన్ సెల్
ఇంజనీరు ఇన్ ఛీఫ్ వారి కార్యాలయం,
ఎర్రమంజిల్, ఆంధ్రప్రదేశ్,
హైదరాబాదు వారికి.

లేఖ సంఖ్య పైలు టెండరు/డిబి/ఎటిఓ, తేదీ : / /2010.

అయ్యా !

విషయము: టెండరు నోటీసు - ఆంధ్రప్రదేశ్ ప్రభుత్వము - సాగు నీటి పారుదల మరియు అయకట్టు అభివృద్ధి శాఖ టెండర్లు సమాచార పత్రిక, యందు ప్రచురించుట గురించి.

సూచిక: ఈ కార్యాలయపు టెండరు నోటీసు నెంబరు. / 2010, తేదీ :
○○○

పై సూచిక లో పేర్కొన్న ఈ కార్యాలయపు టెండరు నోటీసు యొక్క తెలుగు ప్రతులను ఇందు వెంట జతపరచడమైనది. దయచేసి సదరు టెండరు నోటీసును టెండరు డైజెస్టు నందు త్వరితగతిన ప్రచురించవలసినదిగా కోరడమైనది.

భవదీయుడు

ఎగ్జిక్యూటివ్ ఇంజనీరు ఐ.డి.
ఐ.బి. డివిజన్, అనంతపురం.

జత: 1. టెండరు నోటీసు
2. తేదీ: 3 ప్రతులు

1. నకలు టెండరు నోటీసు
2. నకలు టెండరు నోటీసు డిప్యూటీ ఎగ్జిక్యూటివ్ ఇంజనీర్లు, ఈ డివిజన్ కార్యాలయము పరిధిలోని వారి అందరికి సమాచార నిమిత్తం పంపడమైనది.
3. నకలు టెండరు నోటీసు సూపరింటెండింగ్ ఇంజనీరు, ఇరిగేషన్ సర్కిల్, అనంతపురం వారికి సమాచార నిమిత్తము పంపడమైనది.
4. నకలు టెండరు నోటీసు పే అండ్ ఎక్సాంట్స్ ఆఫీసర్, టి.బి.పి.హెచ్.ఎల్.సి. స్టేజ్-2, అనంతపురం వారికి సమాచార నిమిత్తము పంపడమైనది.
5. నకలు టెండరు నోటీసు ఛీఫ్ ఇంజనీరు, మైసర్ ఇరిగేషన్,ఎర్రమంజిల్, హైదరాబాదు వారికి సమాచార నిమిత్తము పంపడమైనది.
6. నకలు టెండరు నోటీసు జిల్లా కలెక్టరు, అనంతపురం వారికి పంపడమైనది.
7. నకలు శింగనమల శాసనసభ్యుల వారికి
8. నకలు పంచాయతీ రాజ్ శాఖామాత్యుల వారికి
9. నకలు అనంతపురం పార్లమెంటు సభ్యుల వారికి.

ఎగ్జిక్యూటివ్ ఇంజనీరు, ఐ.డి.
ఐ.బి. డివిజన్, అనంతపురం.

2.1.2. Publication in Daily News Papers

For the works costing Rs.25 Lakhs above and upto Rs. 50 Lakhs the tender notice shall be published in District Edition of two Telugu dailies with the largest circulation. For works costing more than Rs. 50 Lakhs tender notices shall be published in one Telugu daily and one English daily having largest circulation in the state.

2.1.3. SAMPLE OF TENDER NOTICE

టెండరు నోటీసు నెం.

తేదీ :

ఈ క్రింద తెలుపబడిన పనులకు గాను కాలము 7లో పేర్కొన్న తరగతులలో రిజిస్టరు చేసుకొన్న అర్హులైన కాంట్రాక్టర్ల నుండి సీల్లు టెండర్లు కోరడమైనది. కాంట్రాక్టర్లు వారి సీల్లు టెండర్లను తేదీ..... సాయంత్రం 3 గంటల లోపల ఎగ్జిక్యూటివ్ ఇంజనీరు ఐ.ఓ. డివిజను, అనంతపురం వారి కార్యాలయములో టెండరు బాక్కులో వేయవలెను. అదే రోజు అనగావ తేదీ సాయంకాలము 4.00 గంటలకు కాంట్రాక్టర్లు వారి అనుమతి పొందిన ఏజెంట్ల సమక్షములో తెరువబడును.

సి.అంచనాలు విలువ రూ..... నుండి రూ..... వరకు

టెండరు నోటీసు నెం డివిజను స్థలము	పని పేరు	పని సుమారు విలువ పూర్తి చేయకాలము	ధరావత్తు రుసుము రూ. డిడి రూపములో	టెండరు షెడ్యూలు ఖరీదు మరియు సేల్స్ టాక్స్ రూ. డిడి రూపములో విడివిడిగా	కాంట్రాక్టు పద్ధతి మరియు తరగతి	టెండరు షెడ్యూలు అభ్యుమగు కాలము	టెండరు షెడ్యూలు తీసుకున్న తేదీ సమయము	టెండరు తెరచు తేదీ సమయము
	3	4	5	6	7	8	9	
				1) రూ. 1000/- 2) రూ. 125/- డీడీ రూపములో పి.ఎ.ఓ. టిబిపి హెచ్.యల్.సి. స్టేజి2 అనంతపురం (ఏడిగా తీసుకురావలెను)	యల్.యస్.జి.ఓ.యమ్.యస్. నెం.94 తేదీ 1.7.2005 ప్రకారం మరియు జి.ఓ.యం.యస్.130 తేదీ. 22.5.07 ప్రకారము రిజిస్టరు కాబడిన 5వ తరగతి సివిల్ కాంట్రాక్టరు మరియు అసై తరగతులు			

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ఐ.ఓ. డివిజన్, అనంతపురం.

// 2 //

గమనికదరఖాస్తుదారులు తమ దరఖాస్తు వెంట తప్పనిసరిగా 7లో సూచించిన తరగతి కాంట్రాక్టర్లను వారి రిజిస్ట్రేషన్ అయినట్లుగా తెలియచేయు ధృవీకరణ పత్రము లేనిచో వారికి టెండరు షెడ్యూలు ఇవ్వబడవని గమనించవలెను. మిగిలిన సమాచారము కొరకు ఈ కార్యాలయము పని దినములలో సంప్రదించవచ్చును.

ప్రత్యేక నిబంధనలు:కాంట్రాక్టర్లు టెండరు షెడ్యూలు కొరకు దరఖాస్తుతో పాటు అటెన్షన్ డిమాండ్ (1) రిజిస్ట్రేషన్ సర్టిఫికేట్ (2) ఇన్ కమ్ టాక్స్ రిజిస్ట్రేషన్ ధృవీకరణ పత్రము సాన్ నెంబరు గల కార్డు 3) వ్యాట్ రిజిస్ట్రర్ మరియు వ్యాట్ నెం. మరియు టెండరు షెడ్యూలు ఖరీదు డి.డి. రూపములో విడివిడిగా జతపరచవలెను. 4) ధరావత్తు రుసుము డి.డి. రూపములో 5) డి.డి. /ఓ.సి./డి.ఓ./లు టెండరు నోటీసు ప్రచురించిన తేదీ నుంచి డి.డి.లు మాత్రమే అంగీకరించబడును.

- 1) లేబరు సొసైటీ అధ్యక్షులు టెండరు షెడ్యూలు కొరకు దరఖాస్తు చేసిన ఎడల వారే స్వయముగా వచ్చి టెండరు షెడ్యూలు తీసుకొనవలెను. వారి అనుమతి పొందిన ఏజెంట్లకు ఎటువంటి పరిస్థితిలో షెడ్యూలు ఇవ్వబడదు.
- 2) లేబరు సొసైటీ వారు జి.ఓ. 52 టి. ఆర్. & బి. తేదీ. 18.3.2000 ప్రకారము మునుపు పనిచేసిన పనులు, ప్రస్తుతము పురోగతిలో వున్న పనులు మరియు ప్రస్తుతము ఒప్పందము కావలసిన పనుల వివరములతో కూడిన డిక్లరేషన్ పత్రము సమర్పించవలెను. ఆ విధముగా సమర్పించని వారికి ఎటువంటి పరిస్థితిలో టెండరు షెడ్యూలు ఇవ్వబడవని గమనించవలెను.

ముఖ్య గమనిక: 1) కాంట్రాక్టర్లు మరియు లేబరు సొసైటీ అధ్యక్షులు తమ దరఖాస్తు వెంట తప్పని సరిగా పైన పేర్కొన్న పత్రములకు సంబంధించి ఒరిజినల్ పత్రములను తప్పని సరిగా తీసుకొని రావలెను. ఆ ప్రకారము ఒరిజినల్ పత్రములు లేనిచో టెండరు షెడ్యూలు ఇవ్వబడవని గమనించవలెను.

గమనిక: 2) మిగిలిన సమాచారము మరియు టెండరు నోటీసు నిబంధనలు ఈ కార్యాలయము పని దినములలో తెలుసుకొనవలెను. కాంట్రాక్టరు/లేబరు సొసైటీ టెండరు కొరకు దరఖాస్తు చేయువారు ఆంధ్రప్రదేశ్ నందు ఏ డిపార్టుమెంట్ నందు కూడా వారు బ్లాక్ లిస్టునందు నమోదు చేయబడలేదని డిక్లరేషన్ ఇవ్వవలెను. దీనిపై తప్పుడు సమాచారము ఇచ్చినచో మిమ్ములను ఈ టెండర్లకు అనర్హులుగా ప్రకటించబడును.

3) దరఖాస్తుదారు తీసుకొనిన టెండరు షెడ్యూలు ఇతరులకు బదలాయింపు చేయకూడదు. టెండరు తీసుకొనుటకు నిర్ణయించిన చివరి తేదీ (కాలమ్ 9) ఏ కారణము చేతనైన కార్యాలయము మూసివేసిన మరుసటి రోజు అదే సమయము వరకు టెండర్లు తీసుకొనబడును.

ఎగ్జిక్యూటివ్ ఇంజనీరు, ఐ.డి.
ఐ.బి. డివిజన్, అనంతపురం.

2.2. Tender Documents:

(1) TENDER NOTICE/DOCUMENTS.

- (i) Tender Notice or Notice inviting Tenders (NIT) will be approved by the Engineers for the works for which they are competent to accord technical sanction.
- (ii) The Tender documents will be prepared by the concerned Engineers, bringing greater transparency indicating, the provisions made in the estimates for items which are reimbursable to the contractors with conditions therefore and other relevant conditions relating to the implementation of the contract and other eligibility criteria on both physical and financial requirements in addition to the conditions contained in the APSS, APWD code.

(2) TENDERS, INVITATION AND FINALIZATION.

- (a) For the works up to Rs.50 lakhs the tender shall be published in District editions of two Telugu dailies with the largest circulation. For works costing more than Rs. 50 lakhs the tender notices will be published in one Telugu daily and one English daily having largest circulation at the State level. To reduce the cost of each publication, the format for the tender notice in the newspaper shall be finalized by the Board of Chief Engineers so that the cost of the advertisement is kept to the minimum.
- (b) The Tender schedules should contain not only the quantities but also the rates worked out the Department and the amount for each item and the total value of the contract. The tender will not be required to quote item wise. He should indicate his willingness to do the work either at the estimated value of the work or at a percentage in excess of the estimated value of the work or at a percentage less than the estimated value of the work.

(3) COLLECTION OF E.M.D. AT THE TIME OF ISSUING TENDER DOCUMENTS.

In order to discourage purchase of tender documents by non-serious bidders, tender documents shall be issued to contractors on payment of Earnest Money Deposit at 1% of the estimate contract value.

Successful bidder will pay balance EMD of 1 ½% contract value at the time of concluding the agreement.

(4) PREVENTION OF COLLUSION OF CONTRACTORS:

With a view to prevent collusion or the information into a ring by contractors, the following orders are issued:-

- (a) Tender schedules shall be issued till a date prior to the last date of submission of tenders.
- (b) Once a contractor buys a tender schedule he shall not be permitted to return the schedule. After buying a tender schedule, if a contractor does not tender for the work, his EMD shall be forfeited (cash or bank guarantee or both).

(5) RECEIPT OF TENDERS:

- (i) The tender schedule shall be issued up to one day prior to the last day of submission of Tenders. The Tenders shall be received at the place and time as specified in the Tender Notice. The contractor shall be allowed to submit the tender either personally or through his agent or by post. In case of submission of tender by post the risk and responsibility for either loss or delays in transit of the same is to be borne by the contractor. The Tender opening authority will not consider any tender received by him after the expiry of date and time fixed for receipt of tenders.
- (ii) Tender will be received in two parts in 2 different sealed covers, Cover –A and cover-B. The cover-A shall contain the qualification data viz., Annual Turnover and value of works under execution etc., as at para (10). The cover-B will contain the financial bid for the work in question. The cover-A and

cover-B will be sealed and kept in another sealed envelope (cover-C) supplied by the department while issuing Tender Schedules.

- (iii) The EEs and SEs delegated with the power to invite the tenders will open evaluate the tenders as per the qualification criteria.

While opening the tenders care should be taken to first open cover-C in the presence of the tenderers or their authorized representative and other officials concerned on the specified date and time and also to verify whether the cover-A and cover-B are properly sealed and minutes be recorded to this effect then and there only. In case the covers A & B or any one of them are found /unsealed, such tenders will not be opened and summarily rejected.

- (iv) First cover (cover-A) with superscription as "TECHNICAL BID" shall contain the qualification data as described at para (10) will be opened.
- (v) Second cover(Cover-B) with the superscription of "PRICE BID" shall contain the Schedule-A i.e., the statement of description of work, quantity, estimate rate and amount, price bid(cover-B)of those tenderers who are determined as qualified as per eligibility criteria will be opened on the date specified in the tender notice and the Cover-B of un-qualified tenderers will not be opened and kept in the safe custody till the tenders are finalized and there after shall be returned to them along with EMD. The schedule-A of price bid shall contain the working items indicated as Part-I and LS provision as Part-II. The premium or discount quoted by the contractor shall be applicable only for Part-I. However, the provisions contained in the Part-II will be operable basing on the conditions provided in the tender schedules. The tenderers will have to state clearly their willingness to execute the work at the percentage excess or less or at par over the ECV indicated at Part-I at the space provided therein.
- (vi) Before recommending/accepting the tender, the tender accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically for experience, the authenticated agreements of previous works executed by the lowest tenderer, shall be called for.

The EMD will be returned to the qualified but unsuccessful tenderer either after finalization of tenders or on expiry of validity of tenders which ever is earlier.

(6) FINALISATION OF TENDERS:

- (i) Tenders will be finalized by the EEs/SEs for the work costing up to their powers to accord technical sanctions.
- (ii) The Chief Engineer shall finalise the tenders upto Rs. 2 crore. The tenders for the works costing more than Rs.2crore will be referred to COT along with Technical Bid evaluation and Price Bid evaluation for consideration. The COT shall scrutinize the tenders submitted by Engineers-in-Chief/Chief Engineers/Project Administrators in accordance with the conditions stipulated in the Tender Document and in case of any discrepancy or non-adherence to the conditions the same shall be communicated which will be binding both on the Tender Concluding Authority and the contractor. In case of any ambiguity, the decision taken by the COT on tender shall be final.
- (iii) Negotiations are not permitted to be conducted at any level.
- (iv) The time allowed from the date of publication of tender notices to the date of receipt of tenders is 14 days for the first call and 7 days for the second call. The tenders will be received following three box system i.e., at SEs office, Office of the SP of the District where the SE's office is located, and one in the office of the ENC or by post to the SE concerned.

(7) VERIFICATION OF CERTIFICATES AND EXPERIENCE:

- a) A website will be created and maintained by Commissioner of Tenders wherein details of all contractors will be made available. Existing Contractors should submit the details of their experiences with an affidavit before the Commissioner of Tenders. The Commissioner of Tenders should place all these details on the website. Those having objections should file before Commissioner of Tenders, within a period of one month from the date of placement of experience particulars on the website. The Commissioner of Tenders should conduct the investigation on the objections of the contractors filed and final experience certificate should be displayed on the website within one month from the date of receipt of objections filed by the contractors. If any contractor submits false information, he will be liable for blacklisting. The Commissioner of Tenders should send proposals recommending to the Government with proper justification for blacklisting such of those contractors who furnish false information.
- b) All Executive agencies in different departments will be given a password for making necessary entries in the website from time to time. Updation of the information on the website shall be done by the awarding authority as and when a work is awarded. Similarly if a work is cancelled, the same should also be reflected in the website by canceling authority. Verification of certificates by sending to various agencies should be done away with while examining the eligibility. Instead, the information in the website should be used by all. This information should be cross-checked by the Commissioner of Tenders every year. The Commissioner of Tenders will also examine the objections as and when received. Those giving false objections shall be penalized up to an amount of Rs.10000/-. Detailed orders in this regard will be issued separately for which proposals shall be sent by Commissioner of Tenders. The Commissioner of Tenders can also examine and have details verified suo-moto.
- c) The Commissioner of Tenders should issue passbooks to each contractor containing all details covering experience, financial capacity etc. The contractors should be enclose a xerox copy of the passbook along with tender applications. Works awarded/ cancelled should be entered in the passbook by an officer not lower than the rank of Executive Engineer. The details in the passbook should tally with those in website.

Duplicate passbooks can be issued on payment of an amount of Rs.5000/- on the first occasion and Rs.25000/- subsequently.

- d) Contractors who execute their works within time as per specifications shall be issued a merit certificate acknowledging their timely completion ensuring good quality. The merit certificate shall be given in a public function with due publicity to increase the prestige and standing of the contractors in the society. While giving works on nomination the contractors who have received the merit certificates for quality and timely performance, shall be given preference over others. The performance of the contractors on the works shall be obtained and maintained in the offices of the Registering authorities viz., EEs, SEs, CEs and Board of CEs. The performance shall be assessed annually and the results shall be made use of while considering applications for renewal of contractors registrations.

(8) QUALIFICATION CRITERIA

- A. To qualify for award of the contract, each bidder in his name should have, during the last five years (specified financial years i.e., they should be immediately preceding the financial year in which tenders are invited).
 - a) Satisfactorily completed as a prime contractor, similar works of value not less than Rs /- @ (usually not less than 50% of estimated value of contract) in one year.
 - b) Executed in one year, the following minimum quantities of works:
 - Cement concrete including RCC and PSC cum.

- Earth work in both excavation and Embankment cum
(relevant principal items be indicated, usually 50 percent of the expected peak quantities of construction per year)

B. Each bidder should further demonstrate:

- a) Availability (either owned or leased or to be procured against mobilization advances) of the following key and critical equipment for this work.

Note:(Based on the studies carried out by the Engineer, the minimum suggested major equipment to obtain the completion of works in accordance with the prescribed construction schedule/mile stones are shown in the above list)

- b) Availability of the key personnel with adequate experience as required should be indicated based on the requirement for the work to be executed.
- c) Liquid assets/ credit facilities of not less than Rs. Lakhs (credit lines/letter of credit/solvency certificates from banks etc., shall be equivalent of the estimated cash flow for three months in peak construction period)
- d) EMD in the shape of bank Guarantee in the standard format enclosed, for Rs..... (one percent of the estimated contract value) to be valid for the period as indicated at para 1.03(d) i.e., period of completion plus defect liability period.
- e) Experience relating to the works executed in State/Central Government departments or State/Central Government undertakings shall only be considered.

(9) BID CAPACITY:

- a) The sub contractors /GPA holders experience shall not be taken into account in determining the bidders compliances with the qualifying criteria. The tenderers who meet the requirement qualification criteria will be qualified only if their available bid capacity is more than the estimated contract value. The available bid capacity will be calculated as under:

$$\text{Assessed Available bid Capacity } A \times N \times 2 - B$$

Where

- A = Maximum Value of civil engineering works executed in any one year during the last five years (updated..... price level) taking into account the completed as well as works in progress.
- N = Number of years prescribed for completion of the works for which tenders are invited.
- B = Value of existing commitments and ongoing works to be completed during the period of completion of works for which tenders are invited.

Note: The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be issued by the Engineer-in-Charge of Government department/ undertaking not below the rank of Executive Engineer or equivalent and countersigned by the rank of SE or equivalent. The statement to the above effect will be clearly enclosed to the bidding document, and the tenderer shall furnish the particulars invariably in the same format failing which the tender shall be treated as incomplete and summarily rejected.

@ = at * price level. Financial turnover and cost of completed works of previous years shall be given weightage of 10% per year to bring them to Price level*

* The financial year in which bids are invited.

- b) Even though the tender meets the above qualification criteria, he/she is subject to be disqualified if he/she is found to have mislead or made false representation in the forms, statements submitted in proof of the qualification requirements or record of poor performance such as abandoning works, not properly completed in the contract, inordinate delays in completions, litigation history and or financial failures and /or participated in the previous tendering for the same works and had quoted unreasonably high bid prices. In addition to the above, even while execution of the work, if found that the contractor had produced false/fake certificates of experience, he/she will be black listed and work will be taken over invoking clause 60 (a) of PS to APSS.
- c) Tenders shall be valid for a period of 1/2/3 months as the case may be. Before the expiry of the validity, the authority competent to call for tenders shall seek for further extension of validity from the contractors and in case the validity is not extended his/her tender will not be considered and the EMD shall be returned. During the period of validity if any tenderer withdraws his tender, his/her EMD shall be forfeited.

(10) QUALIFICATION CRITERIA FOR WORKS COSTING Rs.10 LAKHS AND BELOW:

The qualification criteria at para 10 as well as modified procedure of collecting EMD in the shape of Bank Guarantee will not be made applicable for the works costing Rs.10 lakhs (ECV) and below. For above works single cover system shall be followed and the EMD shall be submitted along with the completed Tender Schedule.

(11) TENDER PREMIUM

- (i) Ceiling of Tender Premium:

For all works the ceiling of tender premium shall be 10% (Now reduced to 5%). As per the guidelines, even after two calls if the tender premium quoted is more than 10%, the matter should be referred to the Government and the Government may order for a fresh call or may constitute a committee to avoid the work on nomination to a reputed contractor from the list to be maintained by the Department on the basis of performance of contractors.

- (ii) Discount Tenders:

(Percentage less than estimated cost): Tenders up to 15% (Now 25%) less than the estimate may be accepted but for tenders which are less by more than 15% of the estimate, a bank guarantee or demand draft for the difference between the tendered amount and 85% of the estimate value should be taken so that the tenderer leaves the works midway and the department is forced to call for tenders for the work once again, the bank guarantee or demand draft shall be used to finance the re-tendered work.

(12) (i) ENTRUSTMENT OF WORKS ON SELECTION BASIS:

The tenders received which are found to have abnormally high percentage or within the permissible ceiling limits prescribed but under collusion, or due to unethical practices adopted at the time of tendering process, shall be rejected.

When such situation arises that even for second tender call, the reasonable percentage in fair and free environment is not received, the works will be entrusted on selection basis form out of the list of contractors who are possessing the eligibility criteria as specified in the tender document with proven track record prepared as per the procedure laid down in the Annexure-II will be selected in turns of 5 contractors at each time and will be asked to file their price bids at a specified place and time before the competent committees as stated at para 14.11 to entrust the work. The committee assessing the reasonableness of excess percentage quoted will recommend to award the work to the lowest of all

the contractors participated. The contractor to whom the work is entrusted on selection basis will be provided necessary security and protection if requested at his cost.

(ii) **COMMITTEES TO ENTRUST WORKS ON SELECTION BASIS:**

For the purpose of above selection and entrustment of works to contractors the composition of the committees at District and State level and powers delegated to them are as under:

- a) For the works costing upto Rs.1 Crore, a committee consisting of the Collector of District in which work is located, the SE concerned with the work and two Superintending Engineers of two other works Department viz., Panchayat Raj, R&B and the Irrigation will recommend to the competent authority to award the work.
- b) For the costing above Rs.1 Crore, the committee consisting of the COT and Chief Engineer concerned and Engineer-in-Chief(Irrigation) will recommend and award the works on the selection basis.

(iii) **GRADING OF CONTRACTORS AND ENGINEERS:**

- a) Grading of Contractors should be undertaken depending on their performance, maintenance of quality, timely completion of works and adherence of agreement conditions. The Commissioner of Tenders shall take action and finalize the modalities of grading of contractors within 60 days of the issue of this G.O and submit proposals to Government. The grading should be updated every year as on 1st June.
- b) Like wise, the Engineers should be graded depending on their performance for which all Engineering Departments should issue guidelines that are specific to them.

(13) SUB-CONTRACTS:

If the prime contractor desires to sub-let a part of the work he should submit at the same time of filling tenders itself or during execution, giving the name of the proposed Sub-Contractor, along with details of his qualification and experience. The tender Accepting Authority should verify the experience of the sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

(14) PRICE ADJUSTMENT:

Price adjustment shall be granted where administered prices are enforced and that too for works estimated at more than Rs. 2.00 Crores and having completion period of more than 18 months. This should be applicable within the original contract period or extended period owing to department delays. This will not apply to cases attributed to contractors fault.

(15) MOBILISATION ADVANCE:

The contractors for works exceeding more than Rs.1.0 crore of estimated cost value are permitted to avail the facility of mobilization advance upto 10% of the value of the contract against an unconditional and irrevocable bank guarantee. The advance will attract a suitable rate of interest(as per Government borrowing rate) and be deducted in suitable installments from the bills of the contractors.

(16) CONSTRUCTION MATERIALS:

The present practice that the contractor has to procure at his own cost the principal construction materials like cement, steel bitumen, sand metal soils etc., shall continue.

(17) SEIGNIORAGE CHARGES:

The Seigniorage charges will be recovered from contractors bills as per the rates prescribed in the contract documents for the materials used on the work only. The present practice of insisting for production of documentary evidence for having paid the seigniorage charges in items of G.O.Ms No.243,dated: 08.05.1986 and in the absence of such production of the evidence, the imposition of five times penalty is dispensed with.

(18) SALES TAX:

For sales tax/tax on works contract, contractors are given an option to opt for the composing schemes under section5(g) of the APGST Act and those opting for it are subject to a tax deduction of 2% at source on the total value of the contract. In such case, the departments will not insist on production of clearance certificate and no assessment of tax will be needed.

(19) LIQUIDATED DAMAGES:

The liquidated damages are imposed on the contractors as per the present practice basing on the milestones.

(20) PAYMENT OF BILLS:

The contractors will be permitted to submit their work bills once in a month and payment will be made after proper check of quantity and quality with in a reasonable time limit. The final payment of the contractor should not be delayed for want if certificate from the quality control staff.

(21) PAYMENT FOR EXCESS QUANTITIES:

Payments for execution of quantities, in excess of agreement quantities, should be made without delay and the EEs should take prompt action to obtain the approvals of the competent authority to make the payment to the contractors. Failure in this regard shall result in disciplinary action being taken against the concerned engineers. Similarly final payments to contractors should not be delayed for want of a certificate from the Quality Control Staff. The Chief Engineers should ensure proper performance of the Quality Control Wing and see that they give certificates in time on pain of disciplinary action to avoid delays in the payment of final bills to the contractors.

(22) QUALITY CONTROL:

- a) The Contractor and the Engineers in charge of construction/maintenance are responsible for the quality of construction/maintenance. The departmental executing Engineers will act as Quality Assurance Engineers. The Quality Control Officials are accountable for the quality of the work where certification issued by them. They should also act as Quality Audit Engineers.
- b) If external agencies are engaged for conducting quality audit, the following methodology given below should be adopted.
 - i) Before inspecting the work, the external agency should inform the Head of the Department. It should conduct quality control tests as per the standard procedures in the presence of Construction and Quality Control Engineers and the Contractor who is executing the work.
 - ii) The observations of the external agencies on the quality of work should be recorded then and there and signatures of all the concerned obtained as a token of acceptance of the observations.
- c) For all works costing more than Rs.2.0 crores, the contractor shall submit quality plan and also show proof of owing Quality Laboratory or having tie-up with an established Quality Laboratory. The details of Quality Control Test Equipment required should be incorporated in the Tender Documents. The equipment needed should be standardized by individual departments depending on nature of work.

- d) All the major contractors should be encouraged to have ISO certification and those having the same may be given preference in awarding of works.

(23) DEFECT LIABILITY PERIOD:

The contractors are responsible for the quality of works executed till the expiry of defect liability period. Which is now prescribed as two years for both original works and maintenance works. Each department should formulate and issue guidelines based on the nature and life span of works.

(24) TRAINING:

Up to one percent of the budget allocation shall be set apart to train Engineers of the Departments at all levels for introducing new technologies, practices, materials in execution of works.

(25) SITE ORDER BOOK:

The site order book shall be maintained as provided for in the codes and it should contain the remarks and instruction of all engineers who visit the work viz., the EE, SE, CE and Engineer-in-Chief.

(26) COMMITTEES TO RESOLVE INTER-DEPARTMENTAL PROBLEMS:

In order to expedite execution of works and to remove any difficulty that contractors may face in obtaining clearances and other infrastructure facilities from various departments such as shifting of power lines, procurement of blasting materials, power supply connection etc., at the District level, the Collector will formulate Committees and take necessary steps. The Chief Secretary will have periodical review with the concerned Secretaries and Chief Engineers in order to resolve the difficulties which could not be sorted out at District level. The heads of the Departments are directed to constitute suitable committees at different levels for speedy settlement of the different kinds of, or levels of disputes of technical nature by the Chief Engineers concerned.

The Tender documents will be prepared by the concerned engineers bringing greater transparency indicating the provisions made in the estimate for items which are reimbursable to the contractors with conditions therefore and other relevant conditions relating to the implementation of the contractor and other eligibility criteria on both physical and financial requirements in addition to the conditions contain in the APSS, APPWD Code and the clause/conditions as per the Government orders, as well as working guide lines issued time to time.

2.2.1 Cost of Tender Schedules:

Cost of tender schedules will be fixed based on number of pages in the tender document and sales tax is to be paid separately in the shape of DD at 12.5% on the cost of tender schedules.

2.2.2. Collection of EMD:

For works costing upto Rs. 50 Lakhs EMD at 1% of ECV should be collected in the form of D.D in favour of PAO along with application and Bank Guarantee is not acceptable. (As per G.O. Ms.No.142 I & CAD (PW-Reform) dt. 20.12.2004 Amendment to para (2) of G.O.94.) The EMD will be retained in the case of successful tenderer. The EMD if retained in the shape of D.D will not carry any interest.

The EMD will be refunded to the unsuccessful renderers after issuing the work order to the successful tenderer.

2.2.3. Prevention of Collusion of Contractors:

With a view to prevent collusion or the formation into a ring by contractors the following orders are issued.

Once a contractor buys a tender schedule he shall not be permitted to return the schedule. After buying a tender Schedule, if a a contractor does not tender for the work his EMD shall be forfeited (Cash or Bank Guarantee or both).

2.2.4. Issue of Tender Schedules:

The tender schedule shall be issued on all working days up to one day prior to the last day of submission of tenders.

2.2.5. Receipt of Tenders:

Tenders will be received on all working days upto the date and time mentioned in the tender notice.

2.2.6. Acceptance of Tenders:

The time for acceptance of tenders by the EE/SE/CE is 1 month/2 months/3 months.

2.2.7. Finalization of Tenders:

The lowest tender is to be accepted upto maximum permissible premium of 5% over the E.C.V and in case the excess is more than 5% over the E.C.V the tenders shall be summarily rejected and no negotiation will be conducted with the tenderers.

2.2.8. Additional security Deposit:

Tenderers who quote discount up to (-) 25% of the ECV need not be paid additional security deposit. Tenderers who quote discount more than 25% over ECV shall have to furnish ASD for an amount equal to the value of the difference between 75% of the ECV and the Tendered amount. The additional security deposit shall be paid in the shape of Demand Draft (D.D).

2.2.9. Time for completion:

The work should be completed with in the time stipulated in the tender documents.

2.3. Tenders Through 'e' procurement

- **'e' procurement means**
- Doing procurement activities electronically over the internet with vendors/ suppliers.

2.3.1. 'e' procurement deals with

- Online indents and demand aggregation.
- Online expression of interest.
- Online bid submission.
- System supported evaluation.
- Online status publishing.
- Online release of purchase orders/ Letter of award.
- Order fulfillment and post procurement process.

2.3.2. Advantages of 'e' procurement

- Correspondence without paper.
- Automatic work close.
- Reduction of lead time.
- Reduction of cost.
- Transparency.
- Single stop shop.
- Remote bidding.
- Security.

2.3.3. Situation before 'e' procurement

- Discrimination in issue of tender schedule to the bidders.
- Cartal formation suppressed competition.
- Avoiding physical threats to the bidders.
- Keeping tender boxes at circle level, Superintendent of Police office & ENC's office Hyderabad avoidance of keeping Number of tender boxes.
- Avoidance of manual movement tender files from the District to the offices of the Heads of Department.
- Avoidance of delays in finalization of tenders.
- Human interference at every stage.
- Possibility of tampering or loss of records.
- Human interface of every stage.
- Lack of Transparency.

2.3.4. The following are the reforms in the tender process to 'e' procurement

- Simplification of procurement procedure.
- Achieving greater transparency in procurement.
- Reducing delay in procurement.
- Improving quality of construction.
- Ensuring timely completion of projects.

2.3.5. Key Objectives of 'e' procurement

- Leverage buying power through demand aggregation
- Better value for money for Government.
- Reduction of cost and time of doing business for both government and contractors.
- Level playing field fair competitive platform for single registration for the bidders.
- Increased transparency, monitoring and control of procurement process.

2.3.6. Scope of 'e' procurement services

- Pre-Procurement process.
- Tender Management system (G.O 36, I&CAD PW-CAD dated: 07.03.2003).
- Online publication of tender notice.
- Model of tender documents to be loaded through e-procurement_any civil work for which tender were called for (copies enclosed).

2.3.7. Online bid submission

The e-procurement market place provides an online self service registration facility to such of the supplies, who are already registered with respective participatory department for supply of specified goods and services. The bidders must register their names in the C₁ India and obtained key.

2.3.8. Online Evaluation

The Executive Engineer and Superintending Engineer who are delegated with the powers to invite the tenders will open and evaluate tenders as per the qualification criteria.

Before recommending/accepting the tender accepting authority shall verify the correctness of certificates.

2.3.9. On line issue of Letter of award

All executive agencies in different department will be given a password for making necessary entries in the website form time to time. Updating of the information on the website shall be done by the awarding authority as and when a work is awarded. Similarly if a work is cancelled, the same should also be reflected in the website by cancelling authority.

2.3.10. Tender process of 'e' procurement

The contractors can download the tender schedules at free of cost from the website "www.eprocurement.gov.in"

The tender documents in the prescribed form can be download by the contractors from the e-procurement platform from the date of electronic publication and the dates stipulated in the notice are firm, under any circumstances they will not be relaxed unless officially extended. The bidders who desires of participating in e-procurement shall submit their price bid in the standard format prescribed in the tender documents displayed at e-market place.

The bidder shall invariably will have all the information indicated in the on line bid form and shall authenticated the bid with his digital certificates for submitting the bids electronically on e-procurement platform

and the bids not authenticated by the digital certificates of the bidders will not be accepted on e-procurement platform.

2.3.11. Evaluation of Tenders – A Case Study:

The Executive Engineers and Superintending Engineers Who are delegated with the powers to invite tenders in open and evaluate the tenders as per the qualification criteria. Before recommending/accepting the tender accepting authority shall verify the correctness of the certificates.

Formation of New Tank across Suddavagu near G.Mekapadu (Bayanapalem) (v), Kandukur (m), Prakasham Dist.				
ECV			112.53966 lakhs	
Period of contract			9 Months	
Qualification Criteria				
Sl.No	Items	Total Quantity	Qualification Criteria by actual programme	
1	EMD		Rs.	1,12,600
2	Minimum annual financial turnover		301	Lakhs
3	Similar works		75	Lakhs
4	EWE & FE	47805	38000	Cum
5	RSD packing	2816	2400	Cum
6	Concretes	1131	1000	Cum
7	Liquid assets		47	Lakhs
Machinery				
Sl.No	Items	Capacity	Requirement	
1.	Excavators	0.90 cum	1 no	
2	Tippers	5.66cum	6 nos	
3	Vibromax	20 ton	1 no	
4	DRRs	10 Ton	2 nos	
5	Dozer	75 Hp	1no	
6	Concrete Mixers	0.15 cum	2nos	
7	Vibrators	75 mm	4 nos	
8	Water Tankers	4000 liters	2 nos	
9	Dewatering Pumps	10 HP	4 nos	
Registration				
1	As per GOMs.No178 ,I & CAD(PW-COD)Dept. dt: 27.09.1997		Class I	
2	As per GOMs.No132 TR &B (RI)Dept. dt: 11.08.1998		Class I	
3	As per GOMs.No. 94, I & CAD(PW-COD)Dept. dt: 01.07.2003		Class II	
Other Details				
1	Transaction Fee		Rs. 3794/-	
2	Corpus fund		Rs. 4502/-	
LS Provisions of Schedule –A Part-II				
1	Technical agents		Rs. 138000/-	
2	Insurance		Rs.50000/-	
3	Provision of VAT		Rs.352000/-	
4	Provision of labour cess		Rs.126000/-	

2.3.12. Tender Notice Details

2.3.12.1: **Tender No:** 46/2008-09, date: 04.02.2009

2.3.12.2: **Tender Type:** Open

Name of the Work: Formation of New Tank across Suddavagu near G.Mekapadu (Bayanapalem) (v), Kandukur (m), Prakasham Dist.

ECV (INR): Rs.11,253,966

Department name	:	I & CAD
Circle/Division	:	SE I & CAD IRRIGATION CIRCLE ONGOLE
IFB No	:	46/2008-09, dt:04.02.2009
Name of the Work	:	Formation of New Tank across Suddavagu near G.Mekapadu (Bayanapalem) (v), Kandukur (m), Prakasham Dist.
Estimated Contract Value (INR)	:	11,253,966 (one crore twelve lakhs fifty three thousand nine hundred and sixty six only)
Period of completion (in months)	:	9 months
Form of Contract	:	L.S
Bidding type	:	Open
Bid call (nos)	:	1
Type of Quotation	:	percentage

2.3.12.3: Transaction fee details

Transaction fee payable to 'C1 India Pvt. Ltd' payable at Hyderabad Rs.3794 (INR) (As per G.O.Ms.No.4, Dated: 17.02.2005 IT & C Dept)

2.3.12.4: Amount Details

Bid processing fee (INR)	:	Not applicable
Bid processing fee payable to	:	Not applicable
Sale tax (%)	:	0%
Sale tax payable to	:	
Bid security (INR)	:	Rs.112600
Bid security DD drawn in favour of	:	Pay and Accounts officer, NSP, Ongole.
Bid security BG drawn in favour of	:	Superintending Engineer, Irrigation Circle, Ongole.

Tender Dates

Bid document downloading start date	:	13.02.2009 1:00 PM
Bid document downloading end date	:	27.02.2009 3:00PM
Pre Bid meeting	:	No meeting
Last date & time for receipt of Bids	:	27.02.2009 5:00PM
Bid validity period	:	90 days
Pre-Qualification/Technical Bid		
Opening date	:	28.02.2009 11:00 AM
(Qualification and Eligibility Stage)		
Price Bid opening date		
(Financial bid Stage)	:	05.03.2009 11:00 AM

2.3.12.5: Other details

Officer inviting Bids	:	Superintending Engineer
Bid opening Authority	:	Superintending Engineer
Address	:	Irrigation Circle, Ongole
Contact Details	:	08592 233139,08592 284589

2.3.12.6: Longitude/Latitude

Longitude	:	79 ⁰ 40'-50"
Latitude	:	15 ⁰ 23'-14"

2.3.12.7: Geographical Particulars

District	:	Prakasam
Mandal	:	Kandukur
Assembly	:	Kandukur
Parliament	:	ONGOLE

Procedure for Bid submission:

The bidder shall submit his response through Bid submission to the tender on e-Procurement Plat form at www.eprocurement.gov.in by following the procedure given below. The bidder would be required to register on the e-Procurement market place www.eprocurement.gov.in or <http://tender.eprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.

The bidders shall submit their eligibility and qualification details, Technical Bid, Financial bid etc., in the online standard formats displayed inn e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., In support of their eligibility criteria/technical bids and other certificate/documents in the e-procurement website. The bidder shall sign on the statements, documents, certificates, uploaded by him, owing responsibility for their correctness/authenticity. The bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

2.3.13 : Registration with e-procurement Platform:

For registration and online bid submission bidders may contract HELP DESK of M/s C1 India Pvt.Ltd., www.eprocurement.gov.in or <http://tender.eprocurement.gov.in>.

2.3.13.1: Digital Certificate authentication:

The bidders shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

For obtaining Digital Signature Certificate, you may please contact:

Andhra Pradesh Technology Services Limited

BRKR Bhavan, B-block, Tank bund Road, Hyderabad-500022

Phone: +91-40-23220305,

Fax: +91-40-23228057

Or

Any other Registration Authority of TCS-CA in India. The city-wise list of Ras is available by clicking the link apply for a Class-2 Certificate under enroll section in the website <http://www.tcs-ca-tcs.co.in/mca21/index.jsp>

2.3.13.2: Hard copies:

- i) vide ref.G.O.Ms.No.174, I & CAD Department dated:01.09.2008, submission of original hard copies of the uploaded scanned copies of DD/BG towards EMD by participating bidders to the tender inviting authority before the opening of the price bid is dispensed forthwith.
- ii) All the bidders shall invariably upload the scanned copies of DD/BG in eProcurement system and this will be the primary requirement to consider the bid responsive.
- iii) The department shall carry out the technical evaluation solely based on uploaded certificates/documents, DD/BG towards EMD in the eProcurement system and open the price bids of the responsive bidders.
- iv) The department will notify the successful bidder for submission of original hard copies of all the uploaded documents DD/BG towards EMD prior to entering into agreement.
- v) The successful bidder shall invariably furnish the original DD/BG towards EMD, Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before the agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of the original DD/BG towards EMD, certificates/documents from the successful bidder before stipulated time. On receipt of documents, the department shall ensure the genuinity of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in eProcurement system. In support of the qualification criteria before concluding the agreement.

2.3.13.3: The G.O.Ms No.174, I & CAD Dept, dated:01.09.2008 Deactivation of Bidders:

If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.

2.3.13.4: Payment of Transaction Fee:

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s.C1 India Pvt.Ltd., the service provider through "Payment Gateway service on E-Procurement platform". The Electronic payment Gateway accepts all Master and Visa cards issued by the bank and direct debit facility/Net banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.MS.No.4. A service tax of Rs.28090 on the transaction amount payable to C1 India Pvt. Ltd., shall be applicable.

2.3.13.5: Corpus Fund: As per G.O.Ms.No.4 user departments shall collect 0.04% of ECV (estimated contract Value) with a cap of Rs.10,000/-(Rupees Ten thousand only) for all works with ECV upto Rs. 50 crores, and Rs.25000/-(Rupees Twenty Five thousand only) for works with ECV above RS.50 crores, from successful bidders on eProcurement platform before entering to agreement/issue of purchase orders, towards eProcurement fund in favour of Managing Director, APTS. There shall not be by charge towards eProcurement fund in case of works, goods and services with ECV less than and upto Rs.10 lakhs.

2.3.13.6: Tender Document:

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the E-procurement platform. The department calling for tenders shall not be responsible for any claims/problems arising out of this.

a) Bid submission Acknowledgement:

The bidder shall complete all the process and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and process by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the eProcurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and Ms/ C1 India Pvt Ltd is not responsible for incomplete bid submission by users.

2.3.14. GENERAL TERMS & CONDITIONS

Tender Notification Government of Andhra Pradesh Irrigation & CAD Department

Tender notice No.15/2008-09, dated: 04.02.2009, Superintending Engineer, Irrigation Circle, Anantapur.

- 1) Bids are invited on the eProcurement platform for the above mentioned work from the contractors/contracting firms eligible as per clause 7 registered with Government of A.P.
- 2) EMD to be paid in the shape of crossed Demand Draft drawn in favour of Pay & Accounts officer, TBPHLC, Stage-II Anantapur of State Bank of India, Hyderabad/State Bank of India or unconditional irrevocable bank guarantee drawn in favour of Superintending Engineer, Irrigation Circle, Anantapur in the standard format to be valid for a period of 12 months from the date of publication of tender. Scanned copy of DD/BG towards EMD to be invariably uploaded along with the bid and the original DD/BG must be furnished to the tender inviting authority either personally or through courier or post before entering into the agreement and the receipt of the same with in the stipulated date shall be the responsibility of successful bidder. If the successful bidder fails to submit the original Hard Copies of uploaded certificates/Documents, DD/BG towards EMD in the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tender on e-Procurement system for a period 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the Department will invoke all Processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will be displayed in the e-Procurement platform website.
- 3) Tender schedules: Tender schedule can be download free of cost from the web site www.eprocurement.gov.in
- 4) The tender is subject to be disqualified, if he is found to have mislead or furnished false information in the forms/Statements/Certificate submitted in process of qualification requirements and record performance such as abandoning of work, not properly completed in earlier contracts, in ordinate delays in completion of works, litigation history and of Financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high prices.
- 5) Even while execution of the work, if found that the contractor had produced false/fake certificates of experience, he will be black listed and the contract will be terminated and his EMD will be forfeited.
- 6)
 - a) Transaction fee: The participating bidder has to pay transaction fee of Rs. 25,000/- through Demand draft in favour of M/s. C1 India Ltd., Hyderabad at the time of bid submission electronically.
 - b) Corpus Fund: - Successful bidder has to pay an amount of Rs. 28,090/- i.e., at 0.04% on estimated contract value of work through demand draft in favour of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement.

Document Details:		
Sl.No.	Document Name:	Document Type
1	Registration Certificates	Mandatory
2	EMD	Mandatory
3	Transaction Fee Applicable to C1 India	Mandatory
4	Achieved in at least two financial years a minimum annual financial turnover in all classes of civil engineering construction works only of Rs. 301 lakhs usually not less than two times the estimated annual payments under the contract.	Mandatory
5	Annual Turnover certificate certified by CA or issued by Executing Authority along with balance sheet.	Mandatory
6	Any other documents required as per Tender Schedule	Mandatory
7	APGST/VAT or CST document	Mandatory
8	Certificate in support of existing commitment.	Mandatory
9	Experience certificate in support of Quantities executed – within the block period.	Mandatory
10	Income Tax document.	Mandatory
11	Qualification certificate of key personnel.	Mandatory
12	Scanned copy of declaration on critical equipment owned on non-judicial stamp paper of Rs.100.	Mandatory
13	Similar work experience certificate for the work completed within the block period.	Mandatory
14	Sub contractor qualification particulars –if any	Mandatory

- 7) Income tax certificate: Furnishing of Income tax certificate is dispensed with, however the contractor shall furnish their copy of Permanent Account Number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.
- 8) Insurance:- The insurance policy is to be taken in favour of employer i.e., department by the agency at the time of concluding the agreement. It should form part of agreement. No agreement will be concluded without the insurance policy.
- 9) Value added tax: The tenderer should furnish the proof of registration under value added tax, along with Tax payers identification number (TIN) from the commercial tax department.
- 10) Chief Minister Relief funds Recovery at 0.15% from the contractors gross work bills will be made towards contribution to the Chief Ministers relief fund which is mandatory.
- 11) Contribution to the NAC Recovery at 0.10% from the contractors gross work bills will be made towards contribution to the NAC that is mandatory.
- 12) Quality control the tenderer has to do testing of materials with his own equipment and satisfy him that they conform to the specifications of respective BIS codes before tendering. For all the works costing more than Rs.2.00 Crores, the contractor shall submit quality plan and also show proof of owning quality testing equipment in respect of the items to be executed. The bidders may produce ISO certification if available.
- 13) In case of any discrepancy between the NIT and tender document, the condition in the tender documents prevails.
- 14) **ELIGIBILITY CRITERIA:** Achieved in at least two financial years a minimum annual financial turnover (In all classes of civil engineering construction works only) of Rs.301 Lakhs @ usually not less than two times the estimated annual payments under the contract

Note:-a) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable b) The supplier documents which are uploaded in the internet will only be considered for Technical bid Evaluation c) The contractors are to upload the information in Zip format preferably. D) The contractors should upload the documents duly signing each and every paper.

Achieved, in at least two financial years, a minimum annual financial turnover (in all classes of civil engineering construction works only) of Rs. 301.00 Lakhs. @ (usually not less than two times the estimated annual payments under the contract).

2.3.15: Eligibility Criteria

Tender No : 46/2008-09, date: 04.02.2009
Tender Type : Open
Name of the Work : Formation of New Tank across Suddavagu near G.Mekapadu (Bayanapalem) (v), Kandukur (m), Prakasham Dist.
ECV (INR) : Rs.11,253,966

Registration with the Govt. Of A.P. as:	G.O.s	Class of Contractor		
	G.O.Ms.No.178 ,I & CAD, dated: 27.09.1997	I Class		
	G.O.Ms.No.132, T R&B, dated: 11.08.1998	I Class		
	G.O.Ms.No.8 ,T R&B, dated: 08.01.2003	II Class		
	G.O.Ms.No.94,I & CAD, dated: 01.07.2003	II Class		
To qualify for award of the contract, each bidder in its name should have in the last 5 years satisfactory completed as a prime contractor works under Earthworks to Canals, Dams and Bunds category, in any one financial year ending with 31.03.2008 of value not less than Rs.7500000				
(ECV x 50%) x (12months/period of contract)				
	Item	Estimated Quantity	Units	Minimum Required Quantity
Executed the following minimum quantities of work as a prime contract any one year during the last five financial years ending with 31.03.2008	Earth work	34505	1 cum	23004
	Earth work2	13300	1 cum	14996
	CC RCC	698.2	1 cum	466
	CC RCC2	432.6	1 cum	534
	RSD	2816	1 cum	2400
	Equipment type required	Capacity	Quantity Required	
Availability of key and critical Equipment required for the work.	Excavators	0.90	1	
	Tippers	5.66	6	
	Vibromax	20	1	
	DRRs	10	1	
	Dozer	75	1	
	Concrete mixers	0.15	2	
	Vibrators	75	4	
	Water Tankers	4000	2	
Dewatering pumps	10	4		

	Qualification	Minimum Experience	No. of persons
Availability of key Personal required with experience in construction of similar civil, Engineering works:	Graduate Engineer(Civil/Mechanical)	3	1
	Graduate/Diploma Engineer(Civil/Mechanical)	3	1
Liquid Assets/Credit Facilities possessed:	Rs.4700000		
Bud Capacity required:	Rs.11253966		

2.3.16: Bill of Quantity (BOQ)

Tender No: 46/2008-09, date: 04.02.2009

Tender Type: Open

Name of the Work: Formation of New Tank across Suddavagu near G.Mekapadu (Bayanapalem) (v), Kandukur (m), Prakasham Dist.

ECV (INR): Rs.11,253,966

Sl.No	Specification No.	Quantity	Unit	Rate(INR)	Amount(INR)
1	APDSS No.201,301,3	25675	1 cum	25.85 (Rupees twenty five and eighty paise only)	663698.75
Earth work excavation in all soil up to SDR & stone matrix for stripping, Toe wall, Toe drain, cut off Trench, foundations, over burden removal and surplus course, Canals, etc, complete as per drawing and depositing the soils as directed by Engineer-In-Charge, complying with all standard specifications					
2	APDSS No.201,301	2050	1 cum	44.80 (Rupees forty four and eighty paise only)	91840
Earth work excavation in Hard disintegrated rocks for Toe wall, Toe drain, cut off Trench, foundations, over burden removal and surplus course, Canals, etc, complete as per drawing and depositing the soils as directed by Engineer-In-Charge, complying with all standard specifications					
3	APDSS No.201,301	1700	1 cum	148 (Rupees one hundred forty eight only)	251600
Filling cut off trench 7 forming Heating zone of bund with soils of approved quality consolidation with 8 to 10 ton power roller to 98% proctor density as per drawing and depositing the soils as directed by Engineer-In-Charge, complying with all standard specifications					
4	APDSS No.201,301	13300	1 cum	172.10 (Rupees one hundred seventy two and ten paise only)	2288930

Formation of Embankment for casing/Homogeneous sections of bund and canals with useful soils obtained from excavations and balance from borrow of approved quality & consolidation with 8 to 10 ton power roller to 98% proctors density as per drawing and depositing the soils as directed by Engineer-In-Charge, complying with all standard specifications					
5	APDSS No.201,301	220	1 cum	295 (Rupees two hundred ninety a five only)	64900
Providing gravel topping with gravel of approved quality & consolidation with 8 to 10 ton power roller to 98% proctors density as per drawing or as directed by Engineer-In-Charge, complying with all standard specifications					
6	APDSS No.201,301	1320	1 cum	36.20 (Rupees thirty six and twenty paise only)	47784
Formation of canals banks with soils of approved quality & consolidation with 2 ton roller to 90% proctors density as per drawing or as directed by Engineer-In-Charge, complying with all standard specifications					
7	SS 9.6	20	1 cum	164 (Rupees one hundred sixty four only)	3280
Forming of puddle clay all around the pipes with puddle clay of approved quality as per drawing or as directed by Engineer-In-Charge, complying with all standard specifications					
8	APDSS.No. 621 & SS9	2450	1 cum	411 (Rupees four hundred eleven only)	1006950
Providing gravel backing under revetment with gravel of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
9	APDSS.No.305 & SS 3	1070	1 cum	313 (Rupees three hundred thirteen only)	334910
Laying sand filters with sand of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
10	APDSS.No.305 & SS 3	76	1 cum	431 (Rupees four hundred thirty on only)	32756
Laying metal filters using 25 MM to 50 MM size hard broken graded metal of other than granite variety of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					

11	APDSS.No.306 & SS 3	528	1 cum	621 (Rupees six hundred twenty one only)	327888
Rough stone dry packing for Rock toe using 225MM thick rough stone of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
12	APDSS.No.306 & SS 3	576	1 cum	651 (Rupees six hundred fifty one only)	374976
Rough stone dry packing for check walls using 255 MM thick rough stone of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
13	APDSS.No.619 & SS 9	210	1 cum	747.95 (Rupees seven hundred forty seven and ninety five paise only)	157069.5
Rough stone dry packing for revetment & bed pitching using 300 mm thick rough stone of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
14	APDSS.No.619 & SS 9	1426	1 cum	777.55 (Rupees seven hundred seventy seven and fifty five paise only)	1108786.30
Rough stone dry packing for revetment & bed pitching using 300 mm thick rough stone of approved quality as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
15	APDSS.No.402 & SS 5	326.2	1 cum	3280 (Rupees three thousand two hundred eighty only)	1069936
CC M7.5 grade using 40 mm MSA crushed hard broken granite variety metal & amp; 165.660 kgs of cement of approved quality for foundations, cut offs etc., as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
16	APDSS.No.402 & SS 6	302	1 cum	3440 (Rupees three thousand four hundred forty only)	1038880
CC M7.5 grade using 40 mm MSA crushed hard broken granite variety metal & amp; 165.60 kgs of cement of approved quality for foundations, cut offs etc., as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
17	APDSS.No.402 & SS 4	432.6	1 cum	4220 (Rupees four thousand two hundred and twenty only)	1825572
CC M10 grade using 40 MM MSA crushed hard broken granite variety metal & 220 kgs of cement of approved quality for foundations, cut offs etc., as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					

18	APDSS.No.402 & SS 4	43	1 cum	3660 (Rupees three thousand six hundred and sixty only)	157380
CC M10 grade using 40 MM MSA crushed hard broken granite variety metal & 220 kgs of cement of approved quality for foundations, cut offs etc., as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
19	APDSS.No.402 & SS 5	27	1 cum	4250 (Rupees four thousand two hundred fifty only)	114750
CC M15 grade using 20 MM MSA crushed hard broken granite variety metal & 330 kgs of cement of approved quality for foundations, cut offs etc., as per drawing or as directed by Engineer-in-Charge complying with all standard specifications					
20	SS.9.8	20	1 No	221 (Rupees two hundred twenty one only)	4420
Supplying & fixing of weep holes in super structure using 80 mm AC pipes including inverse filters as per drawings or as directed by Engineer-in- Charge complying with all standard specifications.					
21	SS.9.7	11	1 Rmt	393 (Rupees three hundred ninety three only)	4323
Supplying & fixing PVC water stopper 305 mm wide and 12 mm thick wide of approved quality for construction joints as per drawings or as directed by Engineer-in- Charge complying with all standard specifications.					
22	SS.9.7	4	1 sqm	891 (Rupees eight hundred ninety one only)	3564
Supplying & fixing mastic pad of 25.4 mm thick of size 0.6 x1.20 mts of approved quality for construction joints as per drawings or as directed by Engineer-in- Charge complying with all standard specifications.					
23	APDSS.No.1321 & SS	20	1Rmt	4494.20 (Rupees four thousand four hundred ninety four only)	98884
Supplying laying and fixing of RCC home pipes of 800 mm dia NP3 class, socket & spigot type with suitable rubber rings caulking, jointing etc., complete as per drawings or as directed by Engineer-in- Charge complying with all standard specifications.					
24	APDSS.No.1321 & SS	60	1 Rmt	2917.60 (Rupees two thousand nine hundred seventeen only)	175056

Supplying laying and fixing of RCC home pipes of 600 mm dia NP3 class, socket & spigot type with suitable rubber rings caulking, jointing etc., complete as per drawings or as directed by Engineer-in-Charge complying with all standard specifications					
25	APDSS.No.1321 & SS	20	1 Rmt	291.60 (Rupees two hundred ninety one and sixty paise only)	5832
Supplying laying and fixing of RCC home pipes of 225 mm dia NP2 class, socket & spigot type with suitable rubber rings caulking, jointing etc., complete as per drawings or as directed by Engineer-in-Charge complying with all standard specifications					

2.3.17. FORMAT OF TECHNICAL BID EVALUATION

TECHNICAL BID EVALUATION OF					
Name of Work:					
Tender Notice No.				E.C.V.Rs.	
Date of Opening technical bid:		Date of Opening bid:		E.M.D.Rs.	
Sl.No	Condition stipulated in tender document	Furnished by the Tenderer	Ref to Certificate issued by	Ref. Of Page No. Of	Remarks
	REGISTRATION:				
1	The contractors registered as Special Class(Civil) as per G.O.Ms.No.178 I & CAD Dept., Dt: 27-9-97 as per G.O.Ms.No.132 TR & B Dept., Dt: 11-8-1998 (Civil) as per GO Ms. No.94 I & CAD Dept., Dt: 1-07-2003 and GOMs.130, Dt:22-05-2007 are only eligible to tender	Proceeding dt:	Issued by E-in-C (R &B) (Admn.) & N.H.	3 to 7	
2	<u>Details of E.M.D</u> E.M.D for Rs. Unconditional irrevocable bank guarantee obtained from any Nationalized / Scheduled bank drawn in favour of Superintending Engineer, Irrigation Circle, _____ on Rs. 100 Non Judicial stamp paper valid for period of 6 months from the date of submission of tender	EMD furnished in shape of BG vide B.G. No. Bank Ltd., Hyderabad Dt.	Issued by the Karnataka Bank Ltd., Hyderabad	45, 46	
3	Transaction fee to be paid for Rs. In favour of CI India Pvt. Ltd.,	Paid on online		8	

4	Income Tax Permanent Account Number (PAN) and copy of Latest Income Tax returns along with proof of receipt. / Furnished/Not) Furnished	Furnished 1) PAN No.	Chief Commissioner of IT., AP	10	
5	Sales Tax / Commercial Tax clearance Furnished / Not Furnished	TIN No.		9	
6	Registration under Value Added Tax along with tax payers identification Number (TIN) form the Commercial Tax Department. Furnished/ Not Furnished	TIN No.	CTO, VAT Registering Authority, Jubilee Hiss Circle, Panjagutta Division		
	A) To qualify for award of contract, each bidder as a prime contractor in his name and style should have satisfactorily completed similar nature of works in any one year during the financial year preceding five financial year i.e., (sub contractors / GPA holders experience certificate shall not be taken in to account)				
	updated amount			As per CA certificate	
	updated amount				
	updated amount				
	updated amount				
	updated amount				
	a) Satisfactorily completed as PRIME CONTRACT similar nature work of value not less then (as per guidelines)				
	i) Earth work Excavation Cum			As per	

	ii) Cement Concrete / RCC Cum			statement	
	iii) RSD 13,400 Cum				
	B) Liquid Assets credit facilities/ Solvency Certificate from Scheduled/ Nationalized Banks of value not less than	Furnished Solvency certificate Dt: 23.05.2008 & 19.08.2008 for Rs_____	Issued by Karnataka Bank, Ltd., Hyderabad & by Vijaya bank, 168, Mount Road, Chennai		
	Declaration				
	a) Availability (either owned or leased to be procured against mobilization advances) of the following key and critical equipment for this work furnished on Non judicial stamp paper of Rs.100 with sufficient proof of purchase or Owned lease deed in proof of key and critical equipment to be furnished by the tenderer.	Owned To be purchased			
	1) Excavators 0.90 Cum Capacity : 3 Nos.				
	2) Tippers : 18 Nos.				
	3) Vibromax : 1 No.				
	4) DRRs – 1 No.				
	5) Dozer: 1 No.	Furnished			
	6) Water tankers – 1				
	7) Concrete Mixture-22 Nos.				
	8) Vibrators: 44 Nos.	Not Furnished			
	9) Dewatering pumps 10 HP: 2 Nos.	Not Furnished			
	(Furnished/ Not Furnished)				
	b) Declaration of tenderer: (Furnished/Not Furnished)				

	c) Availability of Key personals				
	d) Tender shall submit the quality plan and also show proof of owing quality/labourators or having tie up with established quality laboratory furnished/Not furnished				

Qualification criteria

Year

Remarks

A= Maximum value of Civil Engineering works Executed in any one

N= No. of years prescribed for completion of the work for which tenders are invited.

B= Value existing commitments and ongoing Works to be completed during the 1 period o completion of work for which tender are

Bid Capacity = $2 \times A \times N - B > ECV$

QUALIFIED / DISQUALIFIED

2.3.18. Format of Statement Showing the Particulars of Value of Work Done

Name of the Agency:								
Name of the work:								
Sl.No	Name of the Work	Agreement No.	Earth work including banking	Value of the work done (Rs. in lakhs)	Cement, Concrete	Rough stone dry packing/ Revetment	Present Stage of work	Ref. Tech bid page No.

2.3.19. Finalization of Tenders:

Tenders will be finalized by the Executive Engineers/ Superintending Engineers/ Chief Engineers/Engineer-in-Chief, (I.W) works costing up to their powers to accord technical sanction. The tenders for the works costing more than Rs.200 Lakhs will be referred to Commissionerate of Tenders (C.o.T) along with will be technical bid evaluation for consideration. The Commissioner of tenders shall scrutinized the tenders submitted by the Chief Engineer in accorded with the conditions stipulated in the tender documents and in case of any discrepancy of non adherence to the conditions the same shall be communicated which will be binding both on the tender concluding authority and the contractor. In case of any ambiguity, the decisions taken by the C.O.T on tender shall be final.

The C.O.T will examined the bids and decide the successful bidder and communicate his decision to the Chief Engineer/ Engineer-in Chief (I.W). The Chief Engineer/ Engineer-in Chief Irrigation, in turn communicate the Commissionerate of tenders decision to the superintending Engineer. All the process will be on the on-line. The Chief Engineer/ Engineer-in Chief (I.W) shall finalized tenders for the works costing upto Rs.200 Lakhs. Negotiation are not permitted to be conducted at any level.

The permissible tender excess is 5% over the estimate contract value and in place more than 5% the tenders will be summarily rejected and no negotiation will be conducted to the tenderer. When tender is to be accepted, the tenderer whose tender is under consideration shall attend the office of the superintending Engineer of the concerned circle on the date fixed by the written intimation to him. He shall forth with upon intimation being given by the Superintending Engineer or acceptance of his tender make payment of balance EMD and signed agreement in the proper departmental form for due fulfillment of the contract and start the work from the date of signing of agreement.

2.4. Engineering Procurement & Construction / Contract System (EPC)

- Many irrigation projects taken up in past could not be completed as scheduled and consequently cost escalated, besides resulting in abnormal delay in creating irrigation facilities.
- The main reason for such a situation was, due to delay in conducting detailed investigations (surveys), finalization of designs, preparation of detailed project reports, taking up construction in parts i.e head works, canals, distributories, etc separately, by engaging different agencies.

2.4.1 Short listing of Agencies

- In order to overcome these delays, cost overruns, govt adopted EPC contract system for completing the irrigation projects taken up under JALAYAGNAM .
- Govt short listed 19 agencies under category I (for works costing more than 100 crores), 65 agencies under category II (for works costing less than 100 crores), duly calling for global tenders. Only these agencies were eligible to participate in the tenders called for under EPC system.
- In respect of tenders called under EPC 'open category' (special nature of projects like Tunnels, Major Lift Irrigation projects, Hydro electric projects etc) all the contractors are eligible to tender.

2.4.2 Calling of Tenders

- The department calls for tenders specifying the detailed scope of the work, details of the components of works involved, period of completion, etc.
- Estimated cost of the project is not disclosed in the tender document, and is kept confidential, till the bids are opened
- The bidders have to investigate, prepare designs, drawings, and estimates and quote their price for completion of the project, as specified in the scope of the work.

2.4.3 Filing of Tenders

- The tenders are called through 'e-procurement platform on web site www.eprocurement.gov.in
- The short listed agencies only are eligible to participate in the tenders called for under EPC category.
- In respect of tenders called under 'EPC open category' all registered contractors are eligible to tender..
- The bids received are evaluated with reference to the eligibility criteria specified in the tender documents.

2.4.4 Qualification Criteria

- In respect of tenders called under EPC, the following eligibility criteria are specified.
- Bidder should have annual turn over of, not less than cost of the project, in any one year, during the last 5 years.
- Should have executed at least one project of similar nature during last 5 years.
- Available bid capacity assessed as per the formula $2AN-B$ should be more than the cost of the project.
- A = max value of annual turn over in any one year during last 5 years.
- N = period of completion of present work in years.
- B = value of balance works on hand.

2.4.5 Financial Bids

- Financial bids of only technically qualified bidders are opened.

- The price bid of the lowest bidder will be compared with the IBM (internal bench mark) value (cost of the project as estimated by the dept), and it will be accepted, if it is within 5% excess of IBM value.
- Agreement will be entered to with the lowest qualified bidder.

2.4.6. **Construction Programme (Mile Stones)**

- As per Agreement the contractor should submit the construction programme within 15 days from the date of conclusion of the Agreement.

As per Govt. Memo5217/Ref/06, dt.23-2-06.

- After receipt of the construction programme the SE should prepare revised mile stone in consultation with CE who will approve revised mile stones.
- Where any financial implication is involved it should be referred to Govt.

As per Govt. Memo.13857/Ref/2006, dt.16-5-2006.

- The SE/CE should obtain from contractor the mile stone programme for completion of the work both interims of physical quantities and financial amounts covering all items of work, review and approve.

As per the Govt. memo22131/Ref/2006-1, dt.17-8-2006.

- These milestones can be revised after the finalization of designs to be more realistic.
- The employee will propose revised milestones in consultation of the contractor and obtain the approval of CE.
- The financial progress has to match with the mile stones.

2.4.7. **Approval of Designs**

- The agency will prepare detailed designs/ plans, for all the components of the project, and obtain the approval of the dept.
- The agency will take up construction, as per the designs approved by the dept, and completes the project as per the mile stones programmed, within the stipulated time.

2.4.8. **Payment Schedule**

- The contractors bid price is divided among the components of work as per respective percentages stipulated in Annexure – II "Schedule of payments " and payment for each of the components works shall be limited to the respective amounts.
- The components shown in Annexure – II can further be sub-divided into appropriate sub-components by the contractor and approved by the employer and the same shall form part of the contract.
- Payment shall be released only as per work done and after respective component / sub-component of work has been completed and / or levels are achieved

2.4.9 **Payments:**

- The contractor shall arrange to take and record all measurements of work done of various components of work in the Measurement Books/Level field books and plotted in the cross section sheets and quantities arrived as per actual execution as and when required.
- The contractor shall prepare monthly work bills based on the measurements of work done already recorded and submit to Engineer – in – charge duly signed for arranging payment.

2.4.10. **Intermediate payments:**

As per Govt. memo 22918/Ref/06, dt.14-8-2006.

- All payments to contractor have to be regulated as per schedule of payment.
- Schedule of payment stipulates the percentage of the bid price of each component/sub component.
- Amount payable for a particular sub component/sub component should be extrapolated (proportionately worked out) from this and unit rate worked out to determine the amount payable to contractor.

2.4.11. **Price adjustment**

- Escalation on cement, steel is allowed if the prices get increase by more than 5% of base rates. If the prices fall below 95% of base rates recovery is to be affected.
- The price adjustment is to be made on monthly basis based on the rates published by the govt
- Fuel rates are compensated in accordance with the formula stipulated therein in the agreement.
- Escalation should not be allowed where liquidated damages are levied and extension of time granted for reason attributable to contractor.

2.4.12. **UNITS FOR ARRANGING INTERMEDIATE PAYMENT**

A) Earth Work Excavation for Canals;

- The unit length for arranging payment for earthwork excavation of canals (excluding CD & CM works);
- a) 100 M for canals with discharge more than 10000cusecs,
- b) 250 M for canals with discharge between 1000 to 10000cusecs
- c) 1.0 Km. for canals with discharge between 10 to 1000 cusecs

B) E.W.Excavation in Deep Cuts(Memo 3277/Maj Irr/ 2006-5 Dt 24-2-07)

- Berm wise, with a bay length of 25 mts, subject to a maximum of 1 km.
- in a reach.

C) CM & CD works (Govt Memo 31960/reforms/2007-1 Dt 27-5-08)

The intermediate payments will be in three stages;

- (a) 30% on completion of foundations including earthwork,
- (b) 30% on completion of sub-structure,
- (c) 40% on completion of super-structure, balance items.

LINING (Memo 8837/maj irr I(2)/2008-2 Dt 31-3-2008)

- 100m for a normal cutting,
- 25m for Deep Cuts.(depth > 12m)
- Lining shall be divided in to bed & sides, and the two sub-components shall be divided in proportion of quantities duly withholding 1 % towards completion of joints.
- The payment for lining of bed without sides shall be restricted for a maximum length of 1 km duly with holding 5 % till the side lining is completed.

DELIVERY MAIN

- a) Material supply & Fabrication – 55%,
- b) Lining / coating, Testing of pipes – 15 %,
- c) Conveyance, Laying and Field jointing – 20 %,
- d) Refilling and Hydro testing –10 %.

DISTRIBUTION SYSTEM @ Rs.16,500/- per acre.

Earth work Excavation:

- i. Tunnels, Draft tubes: The Unit length is 25m bay.
- ii. Pump House & Surge pool: 5m depth of cutting is a unit.

Civil works other than Earth work

- i. Tunnels, Draft tubes: For lining the Unit length is 25m bay.
- ii. Pump House, Surge pool & Cistern: In stages of every 1m from the deepest foundation level.

Electro-Mechanical equipment

- 85% of the quoted price for supply of goods at site
- 10% of quoted price on erection, testing and commissioning
- 5% of the quoted price at the time of final bill.

2.4.13.Contract Price

- The Contract price is for the total value of work specified under the scope of work including maintenance of total system for two years or two khariff crop seasons whichever is more.
- The contract price accepted by the employer shall be final and shall not be subject to any claims on any ground what so ever of the Contractor.

2.4.13.Changes in the Quantities:

- The Contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work at no extra cost to the employer.

2.4.15.Extra Items:

- Additional items not contingent on the main work and outside the scope of original contract entrusted to the contractor will be paid as per final decision of the committee proposed by Govt. which is binding on the contractor

2.4.16.Duties & Taxes:

- The contractor is responsible to pay all duties and taxes under the contract and the contract price shall not be adjusted for such costs.

2.4.17.Payments

- Payments are made with 92.5% released to contractor and 7½% with held and retained as security in intermediate payments.
- On completion of the entire work 5% from out of the 7.5% withheld released while retaining the 2.5% as further security which is to be released along with EMD, only after completion of defect liability period of 24 months.

2.4.18. Taxes included in the Bid:

- The Bid price quoted deemed to be inclusive of the Tax and other Taxes on all materials.

2.4.19. Retention Money:

- Retention money from each interim payment is at 7.5% of the bill amount and it is retained till the total work is completed. The retention money is permitted for release to the contractor against the Bank Guarantee in spells of 25 lakhs.

2.4.20. Liquidated Damages and Incentives

- If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones the Superintending Engineer will deduct one twentieth of one percent of respective mile stone value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value.
- The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

2.4.21. Mobilization Advance:

- Mobilization advance in two installments equivalent to 10% of the contract amount (5% for Labour and 5% for machinery is equipment is permissible.
- As per Govt 's memo 26135/Reforms/06 dt 16-09-06
 - a) 1 % after concluding Agreement
 - b) 4 % at the time of commencement of work (After completion of investigation, survey & designs)
- Second installment of another 5% on production of BG for the equivalent amount of another 5% of contract amount has to be paid with in a period 9 months, for local purchase of machinery equipment and with in one year in case the M & E has to be imported after the M & E procured and brought to site and / or ordered satisfactory evidence to be produced by the contractor assessed at 100% for new machinery and 50% for old machinery brought to site and in working condition.
- Ensure that the machinery is mobilized at site at the time of claiming mobilization advance (Memo 16848/ Ser.VII (V&E)/2006-2, dt.14-11-2006).
- The advance shall bear interest from the date of advance paid.
- Recovery of advance with interest shall commence in the next interim payment following that in which the total of all such payments have reached 10% of the contract amount and shall be made at the rate of 20% of amount of all interim payments.

2.4.22. Employment of Technical persons:

- If the contractor does not employ technical persons agreed to on the work a fine of Rs.25,000/- shall be imposed. If he does not employ for 30 days, there after it becomes a fundamental breach of contract.

2.4.23. Subletting of Contract:

- The value of works awarded on subletting shall not exceed 50% of contract value.

2.4.24. Insurance:

- The contractor shall provide insurance cover from the start date to the end of the Defects Liability period or two kharif crop Seasons whichever is more for the following events.
 - a. Loss of or damage to the works, plant and materials.
 - b. Loss of or damage to the equipment.
 - c. Loss of or damage of property in connection with the contract, and
 - d. Personal injury or death of person employed for construction.

2.4.25.Reduction in Scope of work (Ayacut)

Govt. Memo.5217/Ref/06, dt.23-2-2006.

- The specified ayacut as noted in the agreement should be developed. In case of short-fall, the ayacut has to be made good in higher reaches through sprinkler or drip at the cost of agency. Any deletion of ayacut shall reach the agreement concluding authority before 50% of the payment of contract value. Payment shall be restricted for the actual ayacut proportionately.

2.4.26.Extension of Time.

Govt. Memo.5217/Ref/06, dt.23-2-2006.

- Expert committee constituted is only competent to grant extension of time up to six months. Beyond six months the recommendations of committee shall be sent to Government for consideration.

2.4.27.Quality Control

- The agency have to establish its own quality control unit/lab, or have tie up with any QC institute to conduct day to day Q.C tests
- The department engaged, Third party Quality control agencies, to supervise and conduct the Q.C. tests.
- In addition to the above, the dept has its own Q.C. wings, to supervise the Q.C.

2.4.28.Check Measurement.

Engineer-in-Chief (Irr.) Circular dt.26-12-2005

In case of Earthwork excavation embankment the field staff has to check and record the pre levels 25% of the pre levels taken by the E.P.C. Agency. In case of cut-off and foundations the field staff has to check and record 100%.

- Field Engineer (AE/AEE) have to check and record 25% of pre levels and 100% for final levels,
- Field Engineer (AE/AEE) have to check measure 100% of final measurements.
- Field Dy.EE have to check the measure 25% of the levels and measurements spread over the entire work.
- Field EE/SEs have to check measure as per codal provisions and rules in vogue.
- The department, QC staff have to check 25% of the final levels.
- The construction Engineers have to check the pre levels of Earth work Excavation, Embankment.
 - a) 1/3 of the pre levels taken by EPC Agency.
 - b) 100% levels in case of cut off and foundation

- Construction Engineers (AE/AEE) have check 25% for pre levels and 100% of final levels and measurements recorded by EPC Agency,
- DEEs have to Test check 25% measurements spread over the entire work.
- EEs/SES have to check measure as per codal provisions and rules.

QC staff shall check 25% of the final levels/measurements of earth work, revetment, leveling, concrete, linear dimensions of important structures, gates etc.

2.5 ROLES AND RESPONSIBILITIES OF TECHNICAL OFFICER (All Categories)

1. The tenders will be accepted up to Rs.50 (L) by SE and Rs.2.00 Crores by CE/ENC and above that by tender evaluation committee comprises of CE/ENC/COT/Dy. Financial Advisor.
2. Tender procedures: Tender procedure like publication, Tender submission, tender opening through e-procurement and other procedures of tender evaluation, price Bid opening. Prompting the contractors, letter of acceptance, conclusion of agreements etc.,
3. Checking of mile stone programme and submission to CE., approval of payment schedules, extension of time proposals and other contractual obligation as per agreement conditions.
4. Checking of L.P. schedules, Ledgers, L.F. books, level payments at M. Books and others at division level.

2.6. EPC Related GOs

1. Government have constituted a committee for fixing IBM value of EPC works (Govt. Memo No. 1290/Reforms/2006-1 dt: 08-5-2006 and 2536 dt:02.02.2007)
2. Government have constituted a state level standing committee for finalizing the EPC tender (Govt. G.O.Ms.No.204 I & CAD dt: 13.09.2007).
3. Government have issued empanelment of contractors under category I & II for entrustment of works of EPC – System.
 - (1) G.O.Ms.No.971 I & CAD dt: 13.08.2004 for category-I contractors panel.
 - (2) G.O.Ms.No.727 I & CAD dt: 24.09.2004 for category-II contractors panel.
4. Government have approved a list of firm to participate as third part quality control and assurance vide G.O.Ms.No.550 I& CAD dt: 24.06.2005.
5. The tender notice will be issued as per EPC system on online through C, India after approval of IBM as per Govt. Memo No.4514/Ref/2007-1, Dt.19.02.2007.
6. The tenders will be finalized by the Evaluation Committee as per Govt. Memo No.26858/Maj.IV-I/2005 dt: 29.07.2005.
7. Based on the L-1 approval by the committee the Agreement will be concluded at circle and works executed under EPC-system.
8. Government have constituted a committee for approval of Additional items, PIL, etc vide G.O.Ms.No.121 (PW reforms) dt: 26.06.2006.
9. Government have issued guide lines for fixing milestones for executions the EPC works Govt. Memo No. 22131/ Reforms/2006-1 dt:17.08.2006.
10. Mobilization Advance to contractors under EPC system exceeding Rs one crore as per Govt. Memo 16316/Reforms/2006 dt: 16.09.2006.
11. Submission of Bank Guarantees for EPC System by the contractor vide Govt. Memo No. 5217/Reforms/2006 dt: 13.07.2006.
12. Recovery of Mobilization advance clarification as per Government Memo.16316/Reforms/2007-1/ dt: 31.3.2008.
13. Procedure for using clarifications during pre-bid conference with contractors as per Govt. Memo 4514/Reforms/2007-2 dt: 19.02.2007.

14. Payment of bills pertaining to 3rd party quality control under EPC system – Govt. Memo No. 7053/Reforms/2006-1 dt: 22.03.2006.
15. Intermediate payments to the contractors under EPC system as per Govt. Memo No. 22918/Ref/2006 dt: 14.08.2006.
16. Review on the progress of works and maintenance the quality standards as per Govt. Memo No. 14811/Ref/2006-1 dt: 25.05.2006.
17. Stream lining of the guidelines for approval of H.P's and designs of structure as per Govt. Memo 26221/Reforms/2007 dt: 17.09.2007.
18. Finalizations of designs of structures by the EPC Agencies as per Govt. Memo No. 3277/Ref/2008 dt: 02.04.2008.
19. Revision of approval designs delay in submission of revised drawings not attributed to the Department as per Govt. Memo No.8597/Ref/2008, dt: 15.04.2008.
20. Online monitoring of progress of all irrigation projects – Projects Monitoring system developed by centre for Good Governance vide G.O.Rt.No. 282 (PW reforms) dt: 10.05.2006.
21. Preparations of estimates reflections contemporary tax duties and equitable payment to work contractors as per G.O.Ms.No.67/Ref/dt: 23.04.2008.
22. E.M.C. / IW issued guide lines on Quality Control vide DCE/OT.MP/AEE/29384/2005-1, dated 26-12-2005.

2.7. Arbitration

- I. In respect of claims up to Rs.10000/- the Engineer-in-Chief shall nominate another Superintending Engineer of a circle as Arbitrator.
- II. In respect of claims above Rs.10000/- up to Rs.50000/- the following Engineer-in-Chief are nominated as Arbitrator as indicated in columns (2) below.

Name of the Unit	Name of the Unit
1. Chief Engineer, Major Irrigation	Chief Engineer, Sriramsagar Project
2. Chief Engineer, Medium & Minor Irrigation	Chief Engineer, Srisailam Project
1. Chief Engineer, Nagarjunasagar Project (Dam, Right & Left Canals)	Chief Engineer, Medium & Minor Irrigation
2. Chief Engineer, Srisailam Project	Chief Engineer, Srisailam Project
3. Chief Engineer, Sriramsagar Project	Chief Engineer, Nagarjunasagar Project
4. Telugu Ganga Project (including Somasila Project)	Engineer-in-Chief

2.7.1. Validation and enablement of procurement process through e-Procurement Market place by the participating departments/agencies of Government of Andhra Pradesh – Orders- Issued.

(G.O.Ms.No.2, Information Technology & Communication Department, Dt.15.01.2003)

- Ref : 1. Agreement with M/s. C1 India, dated 17.06.2002
2. Minutes of the Steering Committee on e-Procurement held on 28.09.2002.

Order:-

1. The Information Technology Act, 2000 provides legal recognition for transactions carried out by means of electronic communication, commonly referred to as 'Electronic Commerce'. As a part of its e-Governance initiatives, Government of Andhra Pradesh has identified e-Procurement as one of the key thrust areas and has taken up e-Procurement project as one of the core IT initiatives. Government of Andhra Pradesh has selected a consortium led by M/s. C1 India as the partner to develop, operate and maintain e-market place for a pilot project initially covering four departments/agencies viz., Andhra Pradesh Technology Services Ltd.(APTS); Andhra Pradesh State Road Transport Corporation(APSRTC); Commissionerate of Tenders(COT) (Covering Irrigation & Command Area Development Dept. and Roads & Buildings Dept.) and Andhra Pradesh Health Medical Housing & Infrastructure Development Corporation(APMHIDC), and has entered into an agreement with M/s. C1 India on 17th June 2002 in this regard.

2. The targeted benefits that would accrue to the departments by migrating to the e-Procurement market place would be as mentioned below:-

- a) Demand aggregation to leverage buying power with the supply market.
- b) Transactional effectiveness.
- c) Effective Tender Processing.
- d) Ensuring consistency in goods and services cost at the best price across all departments.
- e) Wider customer base disposing off redundant assets.

3. The Steering Committee in its meeting held on 28th September 2002 decided that a general order would be issued authorizing Government Departments and organizations to adopt e-Procurement processes in place of and in addition to conventional processes covering but not limited to the following:

- i) Publishing notices inviting tenders
- ii) Release/sale of tender documents.
- iii) Supplier/Contractor registration
- iv) Receipt of bids- EMD Security Deposits etc.
- v) Auctions – Forward and Reserve Auctions
- vi) Evaluation of Tenders
- vii) Release of work order
- viii) Catalogue based order.
- ix) Receipt of goods.
- x) Payment of supplier.
- xi) Information required to be maintained in file as an audit trail for AGs audit purpose.
- xii) Compliance with relevant provisions of Financial code/PWD Code/ Accounts Code/ appropriate statute.

4. The four participating departments/organizations have already firmed up and documented their “As is Process” and the “To Be Process” and have arrived at a plan of action regarding what would now be processed and preserved in the electronic form and the rules/code provisions/GOs that need to be amended in order to provide legal validity to the e-Procurement process.

5. The Government after careful consideration and detailed examination hereby authorize the participating departments/organizations to take up e-Procurement through electronic process defined initially in their ‘To Be Processes’, as may be amended from time to time. The Government has further decided that notwithstanding any existing provisions of the A.P. Public Works Department Code as well as orders and executive instructions in force, e-Procurement processes shall be valid for procurement of goods, and services and for entrustment of contracts for engineering, IT and other projects, covering but not limited to, the following specific processes:

- i) Publishing notices inviting tenders
- ii) Release/sale of tender documents.
- iii) Supplier/Contractor registration
- iv) Receipt of bids- EMD Security Deposits etc.
- v) Auctions – Forward and Reserve Auctions
- vi) Evaluation of Tenders
- vii) Release of work order
- viii) Catalogue based order.
- ix) Receipt of goods.
- x) Payment of supplier.

6. Any tender for an engineering work or procurement of goods and services of a value of Rs. 1 crore and above by the Commissionerate of Tenders shall be taken up only through the e-Procurement market place from the date of issue of this order. In respect of APTS, APSRTC & APHMHIDC, the administrative departments are requested to issue suitable guidelines in this regard.

7. The e-Procurement market place shall provide an online self-service registration facility to such of the suppliers, who are already registered with the respective participating departments for supply of specified goods and services. As an incentive for early registration, basic registration by suppliers, that allows them to participate effectively in the e-Procurement process, shall be enabled on the e-Procurement market place without levy of any registration or subscription fee up to 31st March, 2003 or such later date, as may be decided by the Steering Committee. However, the e-Procurement market place may levy charges for such value added services as may be decided by the Steering Committee.

8. The participating departments shall issue necessary amendments/changes in the existing procedures as deemed necessary for switching over from the conventional/necessary amendments/changes by the participating departments/ agencies, the present order would be construed to authorize the participating departments/organizations to deploy e-Procurement for their procurement functions.

9. The participating departments/agencies will pay service charges payable to M/s. C1 India as per the agreement entered by the Government of Andhra Pradesh with M/s. C1 India on 17th June, 2002 as indicated below:

- a. Tender hosting charges – Rs.4500/- per tender
- b. Transaction Fees – 0.24% of the value of an end-to-end transaction conducted through the e-Procurement market place.

The tender hosting charges shall be paid by the concerned department while the transaction fee shall be added to the estimate for the respective works and made payable by the successful bidder/supplier on receipt of purchase order/work order.

The concerned departments and agencies may issue further guidelines governing the modalities of payment of service charges to M/s. C1 India to bring in a centralized system of invoicing, payment (within the period of 15 days of invoicing as per the agreement entered between Government of A.P. and M/s.C1 India) and accounting to facilitate smooth conduct of e-Procurement operations.

10. The participating departments may enter into an appropriate Service Level Agreement (SLA) with M/s C1 India.

11. Provisions of this order will be reviewed at the end of the pilot project.

2.7.2. Introduction of 'e' Procurement in Irrigation and R & B Departments – Guidelines/Procedure to be followed – orders – issued.

(G.O.Ms. No. 36 I & CAD (PW-COD), Dept., 07.03.2003)

- Ref:- 1. Agreement between Government of A.P. & M/s C1 India Pvt. Ltd., Dt.17.06.2002
2. G.O.Ms.No2 Information Technology & Communication Dept., Dt. 15.01.2003.
3. Engineer-in-Chief(AW) I & CAD Dept., letter No.Rc/ENC(AW)/'e' Procurement.Dt.10.02.2003.

* * *

Order:

1. Government from time to time have been initiating several reforms in tendering process for public works with a view to bring in simplification of the procedure, greater transparency and healthy competition in procurement methods.
2. As a part of its 'e' Governance initiative, Government identified 'e' Procurement as one of the key thrust areas and has taken up e-Procurement Project as one of the core IT initiatives. Accordingly, Government entered into an agreement with M/s. C1 Indi Pvt. Ltd., to develop, operate and maintain 'e'- market place as a pilot project initially, covering the following four departments:
 - (1) Andhra Pradesh Technology Services
 - (2) A.P. Road Transport Corporation.
 - (3) A.P. Health and Medical Housing and Infrastructure Development Corporation.
 - (4) Commissionerate of Tenders (Irrigation, R&B Department)
3. Government in Information Technology & Communication Department vide G.O.2nd read above 4 departments to take up 'e' Procurement through electronic process, stating that, notwithstanding any existing provisions of A.P. PWD code as well as other orders and executed instructions in force 'e' Procurement processes shall be valid for procurement of goods and services and for entrustment of contracts for engineering, IT and other projects.
4. It is also ordered that the participating departments shall issue necessary amendments/changes in the existing procedure, as deemed necessary, for switching over from the conventional/existing procurement processes to equivalent 'e' Procurement process.
5. Accordingly, the above issue was discussed in the Board of Chief Engineers meeting held on 31.01.2003 and the Engineer-in-Chief (AW) I& CAD Department vide his letter 3rd read above has submitted the draft G.O. containing the detailed guidelines/procedure to be followed in conducting 'e' procurement in Irrigation and R & B Departments as finalized by the Board of Chief Engineers in its meeting held on 31.01.2003.
6. Government after careful consideration of the Guidelines/Procedures to be followed in conducting 'e' procurement, as finalized by the Board of Chief Engineers here by issue the following orders:-
 - (1) As a pilot project, the 'e' procurement shall be adopted in Irrigation, R & B Departments in respect of works coming under the purview of the Chief Engineers/ Engineer-in-Chief/Commissionerate of Tenders, costing Rs.1 crore and above taken up with state Government funds(including NABARD, AIBP) and NH. Works costing above Rs.1 crore, adopting the guidelines/procedures as indicated in the Annexure enclosed.
 - (2) All the existing codal rules, G.Os executive instructions applicable to the processing of conventional tenders are all applicable to the bids to be procured through 'e' procurement, except to the extent modified/revised in the guidelines enclosed.
 - (3) In respect of works which are included in 'e' procurement tenders will not be received in the conventional method.
 - (4) The other circles will be included in 'e' procurement when ever the works are identified for tendering.
7. The above orders shall come into force with immediate effect.

2.7.3 Guidelines/Procedure To be followed in introduction of 'e' Procurement in Irrigation and R & B Departments

Guidelines / Procedures to be followed in respect of works coming under the purview of Chief Engineers/Engineer-in-Chiefs/ Commissionerate of Tenders i.e., works costing Rs.1 crore and above in Irrigation & R & B Departments and works costing more than Rs. 1 crore in National Highway Department taken up with State Government funds (including NABARD, AIBP)

1.0 Notice inviting Tender (NIT)/ Tender documents:

The Notice inviting tenders (NIT) and Tender documents etc., shall be in the standard formats as applicable to conventional Tenders and will be finalized/ approved by the officers competent as in the case of conventional Tenders.

2.0 Publication of NIT:

The officers competent to publish NIT in case of conventional Tenders will host the NIT in the 'e' market place @ www.eprocurement.gov.in simultaneously, a notification should also be published in the newspapers, and "Tenderla Samachara Patrika" as per existing rules, in the following format, to effect economy :-

Government of Andhra Pradesh
Irrigation & CAD Department
"e" Procurement Notice

1. Name of the work:.....
2. Estimated cots: Rs.....
3. Last date/ Time for receipt of tenders:.....
4. Name and address of the SE concerned:.....

Further details can be seen @'e' procurement marketplace @www.eprocurement.gov.in

3.0 Time allowed for Tendering:

Time allowed from the date of hosting of NIT at 'e' market place to the last date of receipt of tenders at 'e' market place is 14 days, as in conventional Tenders.

4.0 Registration of contractors with 'e' market place:

The 'e' procurement market place provides an online self service registration facility to such of the suppliers, who are already registered with respective participating departments for supply of specified goods and services. As an incentive for early registration, basic registration by suppliers, that allows them to participate in the 'e' procurement process, shall be enabled on the 'e' procurement market place without levy of any registration or subscription fee up to 31st March 2003 or such later date, as may be decided by the Steering Committee. However, the 'e' procurement market place may levy charges for such value- added services as may be decided by the Steering Committee on 'e' procurement as laid down in the G.O. second read above.

5.0 Payment of cost of Tender documents:

The collection of cost of Tender documents is dispensed, as there is no physical supply of tender documents and also have absolute anonymity of the bidders participating in 'e' procurement. The bidders can view/download the tender documents from the 'e' market place.

6.0 Submission of Bids:

The bidders who are desirous of participating in 'e' procurement shall submit their Technical bids, price bids etc., in the standard formats prescribed in the Tender documents, displayed at 'e' market place. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the 'e' market place in support of their Technical bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

After uploading the Technical /Price bid, the attested copies of the uploaded statements, certificates, documents,(except the price bid/offer) are to be submitted by the bidder to the concerned Superintending Engineer, so as to reach before the date of opening the price bid. Failure to furnish any of the uploaded documents, certificates, before the price bid opening date will entail rejection of the bid and forfeiture of EMD. Similarly, if any of the certificates, documents, etc., furnished by the bidder is found to be false/fabricated/bogus, the bidder will be blacklisted and the EMD forfeited.

7.0 Payment of EMD (Earnest Money Deposit)

The EMD payable along with the bid is 1% of the estimated contract value and the balance EMD payable at the time of concluding agreement is 1 ½ % of contract value. The DD/BG shall be from a Nationalized Bank valid for a period of 6 months. Xerox copy of the DD/BG is to be scanned and uploaded along with the Bid, and the original DD/BG shall be sent to the concerned SE so as to reach before the date of opening of the price Bid. Failure to furnish the original DD/BG before price bid opening date will entail rejection of bid and blacklisting.

8.0 Technical bids/ Price bids opening:

The Technical bids will be opened online by the concerned Superintending Engineer at the time and date as specified in the tender documents. All the statements, documents, certificates, DD/BG etc., uploaded by the Tenders will be verified and downloaded, for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of Technical bid evaluation will be displayed on the 'e' market place, which can be seen by all the bidders who participated in the Tenders.

Similarly, at the specified date and time, the price bids of all the technically qualified bidders will be opened online by the concerned Superintending Engineer and the result will be displayed on the 'e' market place which can be seen by all the bidders who participated in the Tenders. Till the technical bids are opened, the identity of the bidders who participated in the tenders are to be kept confidential. Similarly, till the price bids are opened, the bid offers are to be kept confidential.

9.0 Processing of Tenders:

The Superintending Engineer will evaluate and process the tenders and submit to the concerned Chief Engineer/ ENC(Irrigation) as done in the case of the Conventional tenders. The Chief Engineer /ENC(Irrigation) after his evaluation will finalize tenders upto Rs. 200 lakhs and submit to the COT in the case the value of tenders is more than Rs. 200 lakhs. The COT will examine the bids and decides the successful bidder and communicates its decision to the Chief Engineer /ENC (Irrigation). The Chief Engineer/ENC(Irrigation) in turn communicates the Commissionerate of Tender's decision to the Superintending Engineer. All this process will be online.

10.0 Charges payable to M/s .C1 India Pvt. Ltd.:

The service charges payable to M/s. C1 India Pvt. Ltd. , as laid down in the G.O.2nd read above as indicated below:

- a) Tender-hosting charges : Rs. 4500/- per Tender
- b) Transaction fee: 0.24% of the Agreement value of the work.

The tender-hosting charges are payable by the concerned Executive Engineer on hosting of a Tender notice. The Executive Engineer shall arrange payment within a period of 30 days from the receipt of the bill from the M/s.C1 India limited. In respect of tenders cancelled at any stage and record again only tender hosting charges are payable. The transaction fee is payable by the successful bidder through a DD drawn in favour of M/s.C1 India Private Limited, Hyderabad at the time of conclusion of the agreement. The said DD shall be sent to M/s. C1 India limited by the Superintending Engineer who is entering into agreement with the successful bidder. Suitable provision should be made in the estimate of the concerned work to meet the above expenses by the bidder.

2.7.4 Publication of NIT on the e-Procurement market place

(Memo.No.4859/R/(2)/2003-1,Tr.R. & Bldg. (R.1) Dept., Dt.23.04.2003)

Order:–

1. It is informed that, during the review meeting held in the chambers of Spl. C.S. to Govt., R & B Department on 28.03.2003, among other things, Spl. Chief Secretary has directed to host NITs on e-Procurement market place even for such of the works not covered under e-Procurement by duly following guidelines under item 2.0 Annexure-I of G.O.Ms.No.36, dated 07.03.2003 of I & CAD (Cod).
2. Accordingly the Engineer-in-Chiefs/Chief Engineers under the administrative control of I & CAD Department, TR & B Department and Commissioner of Tenders are directed to host NITs on e-Procurement market place even such of the works not covered under e-Procurement by duly following guidelines under item 2.0 Annexure-I of G.O.Ms.No.36, I & CAD(Cod) Department, dated 07.03.2003.

2.7.5. Public Works – Reforms in Public Works Departments- Streamlining of e-Procurement in Irrigation & CAD Dept.,– Orders – Issued.

[G.O. Ms.No.138, I & CAD (Pro.wing:COD) Dept., Dated: 10.09.2003]

- Ref: 1. Agreement between Govt., of A.P. and M/s.C1 India Pvt. Ltd., Dt.17.06.2002.
2. G.O. Ms.No.2 I.T & C Dept., Dated: 15.01.2003.
 3. G.O.Ms.No.36, I & CAD (PW-COD) Department, dated 07.03.20003
 4. G.O.Ms.No.62, I & CAD (PW-COD) Department, dated 04.04.20003.
 5. Govt. T R& B(R1) Department Memo.No.4856/RJ/2003-2 dated 23.04.2003

Order:

1. Government from time to time, have been initiating several reforms in tendering process for public works with a view to bring in simplification of the procedures, greater transparency and healthy competition in procurement methods.
2. Government have issued guidelines/procedure to be followed for the introduction of e-Procurement in the G.O. 3rd dated.
3. Going by the past experience, it has been felt necessary to bring in certain modifications to make the e-Procurement process more effective.
4. After detailed discussions with COT and others and careful consideration of the matter for streamlining the process of e-Procurement in I & CAD Department the following instructions are issued.
 - (i) Scope of e-Procurement:
I & CAD Department have currently identified 25 circles for the introduction of e-Procurement in the pilot stage. Now, it is decided to extend e-Procurement to all the circles in the I & CAD Department.

The works costing above Rs.10 lakhs shall be processed and awarded through eprocurement. The tender inviting Authorities shall switch over to eProcurement process for calling tenders above Rs.10 lakhs within 90 days of issue of this order.

(ii) Submission of Bids:

The bidders who are desirous of participating in 'e' procurement shall submit their Technical bids, price bids etc., in the standard formats prescribed in the Tender documents, displayed at 'e' market place. The bidder shall invariably upload the statement showing the list of documents to be produced in support of their Technical bid. The bidder may also upload scanned copies of certificates, which is optional.

The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

The Technical bid, the attested copies, certificates, documents,(except the price bid/offer) as furnished in the statement in support of technical bids are to be submitted by the bidder to the concerned Superintending Engineer, so as to reach before the date of opening of Technical bid. The bidder shall not submit any certificate / documents of other than those listed/scanned copies. Failure to furnish any of the documents, certificates, before the Technical bid opening date will entail rejection of the bid and forfeiture of EMD. Similarly, if any of the certificates, documents, etc., furnished by the bidders is found to be false/fabricated/bogus, the bidder will be blacklisted and the EMD forfeited.

(iii) Equipping the Division and Circle offices with hard ware and software:

With the introduction of online management of contractors it is necessary to equip all Divisions and circles office with hardware and software to maintain Contractor qualification data-base. The Engineer-in-Chief (AW) shall submit comprehensive proposals to the Government for the supply of hardware & software to the Division and Circle office, which are not provided with the same till date, within 30 days from issue of this order.

(iv) Standard Bid Document:

The Standard bid document finalized by the BOCE and approved by Government is placed in the website. Placing standard bid document on the NIT every time to occupying a lot of space. It is desirable the Standard bid document may be divided into static and dynamic point. It may sufficient to keep only the dynamic points standard bid document along with each NIT. COT may work out the modalities within 2 months from issue of this order and submit to Government.

(v) Service Level Agreement:

The Engineer-in-Chief (AW) shall conclude the 'Service Level Agreement' with M/s.C1 India Pvt. Ltd., within one week from the date of issue of this order.

(vi) Streamlining the payment to M/s.C1 India Pvt. Ltd.:

Government in the G.O 3rd read above vide clause 10.00 of Annexure I have given clear instructions for the payment of Service charges payable to M/s.C1 India Pvt. Ltd. Towards:

- (a) Tender-hosting charges : Rs. 4500/- per Tender
- (b) Transaction fee: 0.24% of the Agreement value of the work.

The instructions are to be strictly adhered to.

Regarding payment of 0.24% Transaction fee to M/s.C1 India Pvt. Ltd. By the contractor, the agreement concluding Authority shall not be entered into Agreement unless the Demand draft for 0.24% of Agreement value is collected from the contractor.

(i) Services Charges to M/s.C1 India Pvt. Ltd.:

In as much as all the tenders costing above Rs. 10 lakhs in Irrigation & CAD Department, are proposed to be called on e-Procurement platform. Increasing the volume of work to many folds a rational payment for transaction fee for each class of Registration is necessary. Hence, the Engineer-in-Chief (AW) shall examine the matter and submit the revised rates with reference to slabs for the payment of transaction fee, within 30 days of issue of this G.O.

5. The above orders shall come into force with immediate effect.

2.7.6 e-Procurement– Taking up of works costing Rs.50 lakhs and above through e-Procurement–permission - Accorded– Orders – Issued.

[G.O. Ms.No.20, TR & B (R1) Dept., Dated: 19.02.2004]

Read the following:

- (1) G.O.Ms.No.36, I & CAD Department, Dt.07.03.2003
- (2) From the Secretary, IT & C Department, D.O. Lr.No.431/eproc/IT &C/2003, Dt.19.12.2003.

Order:–

1. In the G.O. 1st read above, Government issued orders to take up the works costing Rs.1 crore and above, through e-Procurement platform, to avoid cartel formation.
2. In his D.O. letter 2nd read above, the Secretary to Government, IT & C Department, has requested to take up all works costing Rs.10.00 lakhs and above, through e-Procurement platform.
3. Government after careful examination of the issue, decided to invite bids through e-Procurement platform, for all works to be taken up by R & B Department with an estimated cost of Rs. 50 lakhs and above instead of earlier practice of Rs.1 crore and above, with immediate effect and route all advertisements in this regard to e-Procurement website.
4. Accordingly, Government hereby direct all the Heads of Department under the control of R & B Department, to invite bids through e-Procurement platform, for all works to be taken up by R & B Department with an estimated cost of Rs.50 lakhs and above instead of earlier practice of Rs.1 crore and above, with immediate effect and route all advertisements in this regard to e-Procurement website.

2.7.7. Public works- Introduction of e-Procurement for all purchases costing Rs. 10 lakhs and above taken up with Government funds in the Municipal Administration and Urban Development Department – Implementation of e-Procurement system for the works /materials costing more than Rs. 1 lakh– Orders – Issued.

[G.O. Ms.No.171, M.A & UD(A1) Dept., Dated: 01.05.2004]

- Ref: 1. G.O.Ms.No.415,M.A. dated 05.09.2003
2. G.O.Ms.No.572, M.A dated 19.12.2003
 3. From the Engineer-in-Chief (PH), Hyderabad Lr.No.2203/T9/SPIU/2004,dated. 21.04.2004.

Order:–

1. In the G.O. 1st and 2nd read above, orders have been issued introducing e-Procurement system in the “Heads of Department working under the administrative control of Municipal Administration and Urban Development Department, including Urban Development Authorities, in respect of all purchases costing Rs.10 lakhs and above taken up with the Government funds.

2. In the letter 3rd read above, the Engineer-in-Chief (PH), Hyderabad has informed that a meeting had been convened on 02.04.2004 with the representatives of Municipal Corporations, Municipalities, APUSP., HMWS & SD, and Urban Development Authorities and that during the said meeting, it has been decided to address the Government for issue of necessary Government orders to implement e-Procurement in their organizations for the works/materials above Rs.1 lakh. He has requested the Government to issue necessary orders in the matter.

3. In the circumstances reported by the Engineer-in-Chief(PH), Hyderabad and in partial modification of the orders issued in the G.Os first and second read above, the Government hereby agree for adoption of e-Procurement in all the Urban Local Bodies, Public Health Engineering Department, APUSP., HMWS & SB, and Urban Development Authorities, in respect of works/materials above Rs.1 lakh taken up with the Government funds (including HUDCO/Municipal Contributions) subject to following conditions:-

(i) All the existing codal rules, G.Os, executive instructions applicable to the processing of conventional tenders are to be applicable to the bids to be procured through e-Procurement.

(ii) In respect of works, which are included in e-Procurement, tenders will not be received in the conventional method.

4. The above orders shall come into force with immediate effect.

2.7.8. e-Procurement –Implementation of e-Procurement project in all the departments to procure works, goods and services, etc. from 01.07.2004– Orders – Issued.

[G.O. Ms.No.20, IT&C Dept (e-pro)., Dated: 06.07.2004]

- Ref: 1. Agreement with M/s.C1 India dated 17.06.2002.
2. G.O.Ms.No.2 of IT & C Dept., Dated: 15.01.2003
3. 1006th Cabinet Meeting of the Council of minutes held on 25.02.2004.
4. Minutes of Eleventh Steering Committee meeting held on 05.05.2004 on e-Procurement conducted by Chief Secretary to Govt., of A.P.

Order:-

1. Government of Andhra Pradesh has taken up e-Procurement as a major eGovernance initiative to maintain the transparency in e-Procurement of works, goods and services, etc. The project is taken up under PPP model and Government has signed an agreement with M/s.C1 India Pvt. Ltd., on 17.06.2002 to implement e-Procurement project. The platform facilitates transactions for tenders (goods & works), rate contracts, and auctions, etc.

2. The Government had decided to extend e-Procurement to all works, goods & services covering all Depts, PSU's and local bodies of Government of A.P. from 01.04.2004.

3. The Steering Committee on e-Procurement headed by the Chief Secretary to Govt., of AP in their Eleventh Steering Committee meeting held on 05.04.2004 requested the Prl.Secretary, IT & C dept to conduct a review meeting with all the new departments to bring them into the e-Procurement platform for their Procurement.

4. In order to implement the above decision of Govt to bring all the departments to e-Procurement platform a review meeting was conducted by the Principal Secretary, IT & C on 03.06.2004 with all the departments wherein a decision was taken to bring all the departments onto the eprocurement platform for their procurement from 01.07.2004.

5. Vide G.O. 2nd read above, e-Procurement was taken up in four departments viz., Commissionerate of Tenders (I & CAD and TR & B Depts.), Andhra Pradesh Technology Services, A.P. Road Transport Corporation, A.P.

Health and Medical Housing and Infrastructure Development Corporation. The Engineering Depts. of Public Health, Panchayat Raj and Social Welfare Depts., have subsequently taken up e-Procurement.

6. Government after careful consideration hereby issues the following orders:-
 - a. All Departments, Public Sector Undertakings & Local Bodies of the Govt., of A.P. shall procure all works with an estimated cost value of Rs. 10 lakhs and above, goods & services with an estimated cost value of Rs.5 lakhs and above through e-Procurement only from 01.07.2004.
 - b. All the existing codal rules, GO's executive instructions to the processing of conventional tenders are applicable to the bids to be procured through e-Procurement also.
 - c. In respect of tenders which are floated on e-Procurement, tenders shall not be received in the conventional method.
 - d. The participating departments shall issue necessary amendments /changes in the existing procedure, as deemed necessary for switching over from the conventional/existing procurement processes to equivalent e-Procurement processes.
 - e. M/s.C1 India shall take up customization and training of the new departments in consultation with Project Manager, e-Procurement, IT &C Dept.,
7. The order is deemed to have come into effect from 01.07.2004.

2.7.9. e-Procurement –R & B Dept e-Procurement–taking up works costing Rs.10 lakhs and above through e-Procurement – permission – Accorded Orders – Issued.

[G.O. Ms.No.157, T.R. &B (RI) Dept., Dated: 28.10.2004]

- Ref: 1. G.O.Ms.No.36, of I & CAD Dept., Dt.07.03.2003
2. G.O.Ms.No.20 of TR &B Dept., Dated: 19.02.2004.
3. G.O.Ms.No.20 of IT &C Dept Dt. 06.07.2004.

Order:-

1. In the G.O. 1st read above, Government issued orders to take up the works costing Rs. 1 crore and above, through e-Procurement platform, to avoid cartel formation.
2. In the G.O. 2nd read above, Government issued orders to invite bids through e-Procurement platform, for all works to be taken up by R & B Dept., with an estimated cost of Rs.50 lakhs and above instead of earlier practice of Rs. 1 crore and above.
3. In the G.O. 3rd read above, Government in IT &C Dept., issued orders to procure all works relating to all departments with an estimated cost of Rs. 10 lakhs and above through e-Procurement with effect from 01.07.2004.
4. According, Government hereby direct all the Heads of Department under the control of R & B Dept., to invite bids through e-Procurement platform, for all works to be taken up by the R&B Dept., with an estimated cost of Rs.10 lakhs(Rupees ten lakhs only) and above, with immediate effect.

2.7.10. Future Business Model & Pricing structures w.e.f.01.04.2004, Creation of e-Procurement fund to be administered by APTS limited—Orders – Issued.

[G.O. Ms.No.4 IT & C Dept(eproc), Dated: 17.02.2005]

- Ref: 1. Agreement with M/s.C1 India dated 17.06.2002.
2. G.O.Ms.No.2 of IT & C Dept., Dated: 15.01.2003
3. G.O.Ms.No.36, of I & CAD Dept., Dt.07.03.2003
4. Minutes of the 10th Steering Committee meeting held on 21.11.2003 on e-Procurement.
5. G.O.Rt.No.297 of IT & C Dept Dt. 25.11.2003.
6. G.O.Rt.No.251 of IT & C Dept Dt. 03.08.2004.
7. G.O.Ms.No.20 of IT & C Dept. Dt. 06.07.2004
8. Sub-committee report, dated 01.10.2004
9. Minutes of the 12th Steering Committee meeting held on 12.10.2004 on e-Procurement conducted by Chief Secretary to Govt., of A.P.

Order:–

1. Government of Andhra Pradesh have taken up e-Procurement as one of the major eGovernance initiatives. It automates the procurement and purchase procedures of AP Govt. starting from demand aggregation to procurement and fulfillment of contract. Andhra Pradesh is the first State in the country to initiate e-Procurement. The basic objective of this project is to issue the tools of IT to introduce best practices in electronic procurement across Govt. departments.

2. Based on the technical and commercial evaluation of bids received in response to a Request For Proposals (RFP), the consortium led by M/s.C1 India Pvt. Ltd. was chosen as the partner for implementation of e-Procurement solution under PPP model for Govt, of A.P. A generic agreement between Government of Andhra Pradesh and M/s.C1 India Pvt. Ltd. was signed on 17.06.2002 with a validity of 9 months up to 16 March 2003 for the pilot phase, within which period both the parties would endeavor to form a JV or any other business model for the operation and maintenance of the exchange at mutually agreeable terms. The agreement was subsequently extended by the Steering Committee up to 30th September 2004. The pricing for the e-Procurement services payable to C1 India are (i) The transaction fee @ 0.24% of tender award value payable by successful bidder (ii) Rs. 4500/- towards tender hosting charges for each tender payable by tender inviting authority. The Government vide G.O.Ms.No.36, IT & C Dept., dated 07.03.2003 has issued orders to make suitable provision in the estimate of the concerned work to meet the transaction fee expenses by the successful bidder.

3. The pilot project covering 5 departments namely, APTS, Irrigation, R&B, APSRTC, APHMHIDC was launched on 29th January 2003. Subsequently the Tribal Welfare Engineering Department, Panchayat Raj Department, APS Police Housing Corporation, Animal Husbandry Department, Public Health Engineering Department have joined e-Procurement. The e-Procurement project in the initial and extended pilot phase has brought in significant transparency in procurement process, demonstrated benefits to the Government by way of substantial savings due to competitive bids by maintaining anonymity of bidders, decrease in tender cycle time besides empowering the contractors to submit tenders remotely.

4. In view of the successful implementation of pilot phase and benefits resulted from e-Procurement, the Government have issued orders vide G.O.Ms.No.20 of IT & C Dept, dated 06.07.2004 directing all the Departments/PSU's/ Local bodies to procure all works with an estimated cost value of Rs. 10 lakhs and above, goods & services with an estimated cost value of Rs.5 lakhs and above through e-Procurement only.

5. In the 10th Steering Committee meeting held on 21.11.2003, it was decided to appoint M/s. PwC consultant to study various options including JV formation and pricing structure to be adopted with effect from 01.04.2004 and accordingly M/s PwC was appointed as consultants vide G.O. 5th cited. Based on the PwC study the JV option

was found to be not feasible as other state governments and Government of India were not responding favorably to join in the JV and higher transaction fee @ 0.45% of completed tender value under the JV model, it was mutually decided by Government of Andhra Pradesh and C1 to drop JV option and take forward the e-Procurement platform with ASP business model.

6. Several user departments have expressed opinions that the transaction fee towards processing of tenders at 0.24% is on higher side and it should be reduced. The Finance Dept., suggested a cap for the high value tenders. The Board of Chief Engineers in their meeting held on 03.07.2004 has resolved to request the Government to reduce the transaction fee substantially. In view of the above, the Government vide G.O 6th has constituted a sub-committee with Secretary (Proj), I & CAD, Secretary, TR &B, Secretary, PR & RD, MD, APTS and Secretary, IT &C as members Principal Secretary, IT &C as Chairman to study the report furnished by the Consultants M/s PwC, negotiate with C1 India finalise the business model with new pricing structure to take the e-Procurement project further ahead.

7. The Sub-committee examined the draft report submitted by M/s. PwC, negotiated with M/s.C1 India Pvt. Ltd. On future business model a price structure. The sub-committee noted that a reasonable transaction fee around the levels of the price of tender documents and bidding cost in the manual system could be levied on all the participating bidders in lieu of Government taking burden of paying the transaction fee. Among other things, the committee has proposed to constitute an e-Procurement fund, in order to sustain the e-Procurement initiatives and to carry research and development of applications to automate workflow processes involved in pre-procurement and post procurement stages by collecting charges from the successful bidders and accordingly submitted report with recommendations to the steering committee, on the future business model & pricing structure for e-Procurement platform to be operated and maintained by C1 India.

8. The Steering Committee under the chairmanship of the Chief Secretary, Government of Andhra Pradesh, in the 12th meeting held on 12th October 2004, has examined the recommendations made by the sub-committee and passed resolutions on the future business model and pricing structure.

9. The Government after careful examination hereby issue the following orders on New Business Model & Pricing Structure for e-Procurement services and Creation & Administration of e-Procurement fund to take forward e-Procurement.

New Business Model and Pricing Structure

- a) M/s.C1 India would provide the e-Procurement services on ASP (Application Service Provider) model to all the departments/PSUs/Local bodies of Government of Andhra Pradesh for a period of three years with effect from 1st April 2004.
- b) The Deployment architecture, Team size, Escrow Account for e-Procurement software and residual value of software at the end of three year agreement period shall be as per the recommendations of sub-committee.
- c) The participating bidders will pay M/s.C1 India Pvt. Ltd. A transaction fee @ 0.04% of ECV(estimated contract value) with a cap of Rs.10000/- (Rupees ten thousand only) for all works with ECV up to Rs.50 crores, and Rs. 25000/-(Rupees twenty thousand only) for works with ECV above Rs.50 crores, at the time of bid submission electronically. For tenders wherever ECV is not available i.e., for goods & services, the transaction fee shall be calculated on quoted value. Service tax as levied by the Government of India on transaction fee, electronic payment gateway charges shall be borne by the bidders.
- d) There will be no tender hosting charges payable to C1 India by the departments.
- e) The pricing structure is applicable for 2 years form 01.04.2004 to 31.03.2006 and also to the tenders completed beyond the value of Rs.1000/- crores during 2003-04. Review will be taken up in February 2006 for arriving at the rate of transaction fee applicable for the financial year 2006-07.

- f) All Government of Andhra Pradesh departments would exclusively use the platform serviced by M/s.C1 India for procurement of works, goods & services costing above Rs.10 lakhs ECV subject to fulfillment of agreed service levels and customizing the software to the requirements of departments, in all cases except those specifically exempted from e-Procurement by the Steering Committee.
- g) APTS shall develop an alternate e-Procurement platform for works, goods & services costing Rs. 10 lakhs and below for all departments/PSUs/local bodies of Govt. of A.P.
- h) PKI enabled e-Procurement solution shall be operationalised with effect from 1st March 2005. The APTS shall issue digital signature certificates to the contractors/suppliers, departmental users, to conduct transactions on the e-Procurement platform with digital signatures. All the departments/PSUs have to direct the suppliers/contractors registered with them to obtain digital signatures from APTS on payment of charges. Auto bid version of e-Procurement solution i.e., TMS-version 2 will 'Go Live' with effect from 21st February 2005 in order to further reduce the tender cycle time.
- i) If any of the PSUs are currently collecting the bid processing fee from the bidders, they may continue to levy such charges on the top of transaction fee payable to M/s.C1 India Pvt. Ltd.

E-Procurement Fund

- (a) An e-Procurement fund shall be created to sustain e-Procurement initiatives, to finance research & development of software applications for work flow automation of processes in the user departments, to buy the e-Procurement software from M/s.C1 India at the end of three year agreement period at the residual rates recommended by the sub-committee, by charging successful bidders on e-Procurement platform. This charge is in addition to the transaction fee paid by the bidder to M/s.C1 India Pvt. Ltd.
- (b) APTS shall act as Fund manager under the control of IT &C department. The guidelines for the fund will be decided by a committee comprising Secretary TR & B, Secretary (Proj) I & CAD, Secretary PR, MD APTS, representative of Secretary Finance(R & E) and Secretary IT &C as convener.
- (c) User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10000/- (Rupees ten thousand only) for all works with ECV up to Rs.50 crores, and Rs. 25000/- (Rupees twenty thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement/issue of purchase orders, towards e-Procurement fund in favour of Managing Director APTS. There shall not be any charge towards e-Procurement fund incase of works, goods and services with ECV less than upto Rs. 10 lakhs.
- (d) For the tenders finalized on the platform after 01.04.2004, the user departments shall send the differential amount likely to be accrued between transaction fee actually collected at the old rates i.e.,@ 0.24% from successful bidders and the actual transaction fees payable to C1 India based on the new transaction fee structure, to the MD, APTS towards e-Procurement fund.
- (e) The Government reiterates its resolve to implement the orders issued vide G.O.Ms.No.20 dated 06.07.2004 to operationalise e-Procurement in all the Government Departments/PSUs/Local bodies. All the Government departments, major PSUs like APSRTC, APTransco, AP Genco, SCCL, APSIDC have to implement e-Procurement latest by 1st March 2005. Henceforth, Irrigation & CAD dept shall procure EPC works through e-Procurement platform.

2.7.11. Public Work – Reforms in Public Works Department – Introduction of e-Procurement – Irrigation, R & B and other Engineering Department – dispensing the submission of hard copies at the time of tendering–Orders – Issued.

[G.O. Ms.No.6, I & CAD Dept., Dated: 11.01.2005]

- Ref: 1. G.O.Ms.No. 36, of I & CAD Dept., Dt.07.03.2003
2. G.O.Ms.No.94, I & CAD Dept., Dated: 01.07.2003
3. G.O.Ms.No.138, I & CAD Dept., Dated: 10.09.2003

Order:–

1. Government have introduced e-Procurement as a part of on-going reforms to achieve simplification, efficiency and transparency in tendering process.
2. Government in the references read above have issued comprehensive orders on tenders procedures through e-Procurement.
3. It has come to the notice of the Government that some anti social elements are obstructing the tenders to furnish the Hard copies while submitting the tenders and the bidders are being disqualified for the reason that they have not furnished the hard copies as per G.O. and this is diluting the purpose of e-Procurement.
4. Commissionerate of Tenders submitted a proposal as a part of further reforms in e-Procurement process.
5. Government after careful examination of the matter and proposals of Commissionerate of Tenders the following orders are issued to G.Os read above.
 - a. Furnishing of hard copies by the tenderers before opening bids is dispensed with.
 - b. The technical bid evaluation of the tenders may be done on the certificates/ documents uploaded through online only towards qualification criteria furnished by them.
 - [c. In case of two cover system a minimum of 3 days time gap shall be maintained between opening of technical bids and opening of price bids and in case of single cover system a minimum 3 days time gap shall be maintained between bid submission closing date and opening date.] (Subs. by G.O.Ms.No.245, I & CAD (PW-reforms) Dept, dated 30.12.2005)
 - d. The tender shall invariably furnish the original DD/BG to the tender inviting authority before opening price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder. Department will not take any responsibility for any delay or non receipt.
 - e. The successful (L1) tenderer shall furnish the original hard copies of all the documents/certificates/statements uploaded by him before concluding agreement.
 - f. The tenderers shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
 - g. Before concluding the agreement with the L1 tenderer, the tender inviting authority shall ensure the genuinity of DD/BG furnished by bidder towards EMD and all the certificates uploaded by the bidder online by deputing responsible departmental officials.
 - h. The Government has further decided that notwithstanding any existing provisions of the A.P. Public Works Department code as well as other orders and executive instructions in force, if any tenderer fails to submit the hard copies of DD/BG for EMD, DD for transaction fee, hard copies of uploaded documents within the stipulated time, the tenderer will be suspended/disqualified from participating in the tenders on e-procurement platform for a period of 12 months from the date of bid submission. The suspensions of tenderer shall be automatically enforced by the e-procurement system. (Added by G.O.Ms. No. 245, I & CAD (PW-Reform) Dept., dated 30-12-2005)
6. The above orders shall come into force with immediate effect.

3. AGREEMENTS

3. AGREEMENTS

3.1 K2 Contract

3.2 L.S. Contract

3.2.1 The Main features of the L.S. Agreement

3.2.1.1 Forwarding Slip

3.2.1.2 Article of Agreement

3.2.1.3 Schedule - 'A' - Schedule of rate and approximately

3.2.1.3.1 Preamble

3.2.1.3.2 Schedule - A (Table)

3.2.1.3.3 Schedule - A (Provision of VAT)

3.2.1.4 Schedule 'B' List of drawings(Index map, L.S of bund cross section, H.C weir plan section of shine plan and Road section etc.,

3.2.1.4.1 List of Drawings

3.2.1.5 Employment of Technical Agents based on the value of Agreement

3.2.1.6 Defect liability clause may be incorporated

3.2.1.7 Seigniorage Charges

3.2.1.8 VAT (Valuable Added Tax)

3.2.1.9 N.A.C (National Secondary of Consultation

3.2.1.10 Contract Risk and Insurance

3.2.1.11 Income tax

3.2.1.12 Labour License

3.2.1.13 Indemnity Bond

3.2.1.13.1 Indemnity Bond

3.2.1.13.3 Joint Undertaking

3.2.1.13.4 Form of Certificate by Principle Employer

3.2.1.13.4 Joint Undertaking

3.2.1.13.5 Indemnity Bond

3.2.1.13.6 Labour License

3.2.1.13.7 Application for License

3.2.1.14 Certificate of Registration

3.2.1.15 Form -VI

3.2.1.16 United India Insurance Company LTD

3.2.1.17 INDEMNITY BOND

AGREEMENTS

After sanction of an estimate and after ascertaining the availability of budget provision etc., The works are entrusted to be carried out by one of the methods mentioned below:-

3.1 K2 Contract:

The contractor under the piece – work agreement (familiarily known on K-2 contract by virtue of the kind of form used for this contract) agrees to execute a specified work at specified rates without reference to time.

3.2 L.S. Contract:

In the L.S contract system, the total lump sum price agreed by the contractor in the criteria.

3.2.1. The Main features of the L.S. Agreement

3.2.1.1 Forwarding Slip

Divisional Agreement No. _____ / 2010/2011
(As communicated with C.E's Memo No. OT.I/L3/525/75 dt. 03.12.75)
Slip – (A)

I) Name of the work.	
II) Administrative sanctioned amount Revised sanctioned amount.	
III) Technical sanctioned amount Revised Technical sanctioned amount.	
IV) Name of the Contractor and address:	
V) Original or Supplemental agreement.	
VI) If supplement, original agreement No.	
VII) Value of work to be done under this Agreement	
VIII) If this is supplemental, up to date value of work done under original agreement.	
IX) If tenders have been called for, is the lowest tender accepted	
X) Time allowed in the Tender Notice for Submission of Tender.	
XI) Total No. of Tenders received	
XII) Has the Contractor signed the copy of APDSS and its addenda value brought upto brought up to date.	
XIII) Is data furnished for all items	
XIV) Are the rates in the agreement within the estimate rates or above, the estimate rates what is the over all percentage contract Value Excess or less.	
XV) Are the printed tender schedules approved: In this office is followed without any charge If Not what are deviations made	
N.B) If printed schedules are adopted without changes, only schedule 'A' & schedule 'D' (Schedule of material to be supplied Departmentally) schedule 'E' need to be communicated to Departmental officers, while full copy of Agreement is to be sent to Accountant General	
XVI) Authority and reference in which the tender was approved	

Executive Engineer I.D.,
I.B. Divisional Anantapur

3.2.1.2 Article of Agreement

ARTICLE OF AGREEMENT

Phone No :

FAX No. :

Articles of agreement made thisday ofbetween His Excellency, the Governor of Andhra Pradesh (herein after called the Governor which expression shall, where the context so admits include his successors in office and assignees) of the one part and(herein after called the Contractor which expression shall where the contexts so admits include his heirs, executors administrators and legal representative) of the other part.

Whereas the Government of Andhra Pradesh (herein after the Government) are desirous of taking up the work of and have caused an estimate of probable quantities contained in Schedule 'A' drawings and specifications describing the work to be done to be prepared.

And whereas the said Schedule 'A' drawings numbered serially 1 toinclusive (Schedule 'B') and the special specifications (Schedule 'C'), additional conditions for materials (Schedule 'D') General Conditions (Schedule 'E'), detailed tender notice, tender articles of Agreement have been signed by or on behalf of the parties here to.

And whereas the Contractor has agreed to the retention by the Government of earnest money or Rupees.....

Paid by him vide D.D.No..... Date..... issued byand enclosed to the tender.

Rupees.....paid by him vide D.D. No./B.G..... date:.....

Issued by.....towards balance E.M.D. and valid up to.....

Rupees.....paid by him vide D.D. No./B.G..... date:.....

Issued by.....upto.....have been produced with towards additional security for the due fulfillment of the contract to the satisfaction of Executive Engineer, and the Contractor having agreed to keep it valid till the completion of work plus twenty four months observation period.

And whereas the Contractor has agreed for a deduction of 7 ½% from his running account of bills towards additional security deposit for due fulfillment of this contract.

Where as the contractor has agreed for deduction of 2 ½% at the final payment as per clause 68 or P.S to A.P.S.S towards additional Security for observing the performance of the work after completion i.e., the defect liability period in terms of clause 28 of A.P.S.S shall be 2 years(24 months). All the defects shall have been made good in accordance to contract. As per G.O.Ms.No.94, I & CAD (PW) department, dated 01.07.2003.

And whereas the Contractor has also signed the copy of the Andhra Pradesh Standard Specification and addenda volume there to maintained in the Circle Office in acknowledgement of being bound by all the conditions of the clauses of Standard Preliminary Specifications and all the standard specifications for items of works described by a Standard Specification number in Schedule 'A'.

And whereas Contractor has agreed to execute upon and subject to the conditions set forth in the Preliminary Specification of Andhra Pradesh Standard Specifications and such other conditions as are contained in all the specifications forming part of this contract (herein after referred to as "the said accounts") the work shown upon the drawing and described in the said specifications and set forth in Schedule 'A' as the "Probable quantities"

and comply with the rates of progress noted at the end of this Articles of Agreement of a sum of Rs.....(Rupees.....) or such other sum as may be arrived at under the Clauses of the Standard Preliminary Specifications relating to payment on lump -sum basis or by final measurement at unit rate.

Now it is hereby agreed as follows:

1. In Consideration of the payment of the said sum Rs..... (Rupees.....) or such other sum as may be arrived at the under the Clauses of the Standard Preliminary Specifications relating to payment on lump- sum basis or by final measurement at unit rate, the Contractor will, upon and subject to the said conditions, execute and complete the works shown upon the said drawing and described in said specifications, and to the extent of the probable quantities shown in the Schedule 'A' with such variations by way of alterations of additions of, additions to, or deduction from the said works and method of payment there for as are provided for in the said works and the conditions.
2. The term 'Executive Engineer' in the said conditions shall mean the Public works Officer in charge of the I.B.Division, Anantapur having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved herein, in favour of the Government with the previous sanction of or subject to the ratification by Superintending Engineer, I & CAD, Irrigation Circle, Anantapur, herein after called Superintending Engineer in case where such sanction or ratification may be necessary.

3. ADJUDICATION OF DISPUTES:

Except as otherwise provided in the contract, any disputes and differences arising out of or relating to the contract shall be referred to adjudication as follows:

- 1) i. Settlement of all claims up to Rs.50000/- in value and below by way of Arbitration to be referred as follows:
 - a) Claims up to Rs.10000/- : Superintending Engineer,
in value TBP HLC Circle, Anantapur.
 - b) Claims up to Rs.10000/- : Chief Engineer, I & CAD.,
and upto Rs. 50000/- Investigation, Hyderabad.
in value.

The arbitration proceedings will be conducted in accordance with provisions of the Arbitration Act., 1940 as amended from time to time. The arbitrator shall invariably give reasons in the award.

ii. Settlement of all claims above Rs. 50000/- in value:

1. All claims above Rs. 50000/- in value shall be decided by the Civil Court or competent jurisdiction by way of a regular suit and not by arbitration.
2. A reference for adjudication under this clause shall be made by either party to the contract with in six months from the date of intimating the Contractor of the preparation of final bill or his accepted payment.
3. The relevant Clause of Andhra Pradesh Standard Specifications Stand modified to the extent provided in this clause.
4. Time shall be considered as of the essence of the agreement and the Contractor hereby agrees to commence the work as soon as the agreement is accepted by the competent authority as defined by the Andhra Pradesh Public Works Department code and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within.....months from the date of such handing over the site (or premises) and to show

progress as defined in the tabular statement "Rate of progress" below, subject to never-the-less to the provisions for extension of time contained on Clauses 59 of the Standard Preliminary Specifications.

5. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by the submit themselves to the conditions and stipulations and perform the agreements on their parts, respectively.
6. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of Executive Engineer, the security deposited by the Contractor as herein before recited or such portion there of as he may entitled to under the said condition shall be returned to the Contractor as provided in Clause 3 of Schedule 'E'.

In witness of thereof, the contractor M/s Sri.....here unto set his hand and Sri..... Executive Engineer, I.D., I.B.Division, Anantapur acting on behalf of and by the order and direction of His Excellency, the Governor of Andhra Pradesh has here unto set his hand the day and year first above written.

Signed by Contractor: M/s Sri..... Address:

Phone No:

Fax No:

In the presence of witness: 1) Sri.....

Signed by on behalf of Government: Sri.....

I.B Division,
ANANTAPUR

In the presence of witness:

RATE OF PROGRESS

The rate of progress provided in the tabular statement under conditions 14.2 of tender notice shall apply ad proportionate value of work done from time to time as will be indicated by the Executive Engineer's certificates of the value of the work done will be required.

Date of commencement of this Programme will be the date on which site (or premises) is handed over to the Contractor under condition No.14 of tender notice.

3.2.1.3 Schedule –'A' – Schedule of Rate and Approximately

3.2.1.3.1. PREAMBLE

1. The total contract value indicated in Schedule 'A' of part I shall include all constructions materials. No escalation in rates will be paid. The total contract value of the tender should include all the aspects of the tender to complete the finished item of work as per the A.P.S.S., I.S. specifications, the special specification appended, Drawings etc.,
2. If there is any contradiction between A.P.S.S. and I.S. Specifications, listed and detailed technical specifications, the letter shall prevail.
3. In case of a job for which specifications are not available with the Schedule or in A.P.S.S or in I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Engineer-in-Charge recorded in the "Order Book".
4. The Contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction will be at free of cost Soils can be used either for homogenous section or in hearting or in casing zone based on the suitability.
5. The total contract value of the Contractor should be based on the above aspects.

6. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the Contractor to manufacture concrete and mortar of required strength. The excess or less usage of cement due to change in mix proportion and mix design proportion, if any that will be evolved in the laboratory will be paid or recovered at Rs. /1 M.T. to/ from the Contractor. No cost due to variation of other materials of mix due to change in mix design (i.e., other than cement) will be paid or recovered.
7. Note: No Bulkage in concrete will be allowed 43 grade cement and HYSD steel will be considered.
8. The total contract value shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works to be intent and meaning of the drawings and these specifications and further drawings and orders that may issued by the Executive Engineer from time to time. The contract value shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various Clauses of these specifications, all materials apparatus, plant, equipment, tools, fuel, water, strutting timbering, transport, Offices, stores, workshop, staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting, it shall also include safety of workers, first-aid equipment, suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties, duties or other charges arising out of the erection of works and the regular clearance of rubbish, reinstatement and clearing up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land.
9. The work executed by the Contractor under the contract shall be maintained at the Contractor's risk until the work is taken over by the Executive Engineer. The Contractor shall accordingly arrange his own insurance against floods, fire and other usual risks during such period and should produce the evidence of Insurance to the Executive Engineer before commencement of work. The release of First bill which the Department shall detain policy and effect the recovery from the Contractor's bill.
10. The Contractor shall ensure that, the quoted offer shall cover all the stages of works such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, conveyance of materials, deployment of personnel and supervisory staff, quality control testing etc., the work of building in quality assurance shall be deemed to be covered in the total quoted offer.

3.2.1.3.2. SCHEDULE – A (TABLE)

<u>Name of work:</u>						
Sl.No	Quantity	Description of item	APSS No.	Rate in figures and words	Unit in figures and words	Amount in Rs.
				Total		
I/We agree to execute the above work						

I) At the estimate contract value as indicated above.	
II) At plus (+)(%) (in figures).....	
(Excess percentage (in words) over the ECV of Rs.	Put to tender with SSR-2010-11 amount to Rs.....
II) At minus (-).....(%) (in figures).....	
(less percentage (in words) over the ECV of Rs.	Put to tender with SSR-2010-11 amount to Rs.....

Contractor

Executive Engineer, ID.,
I.B. Division, Anantapur.

3.2.1.3.3 **SCHEDULE – 'A' (Provision of VAT)**

Name of work:

- 1) Provision towards :
- VAT @4% :
- Total :

Note:

- 1) The Contractor should produce Insurance policy at the time of concluding the agreement as per the clause 24.21 in page 11 of Tender condition. The Contractor has to take policy in the joint name of the employer and the Contractor.
- 2) The Contractor should employ technical staff as per clause 21 in page 8 and produce copies of appointment order qualification certificate and willingness letters of technical personal at the time of signing of agreement
- 3) Failing of comply with the above item reimbursement shall not be allowed but suitable penalty shall be imposed for not engaging technical personal and Engineer-in-Charge take insurance policy at the cost of Contractor duly deducting the premium from the
 - 1) As per the G.O.Ms.No.92 TR & B (B1) Dept., dt. 19.05.98 and G.O.Ms.No. 98 I & CAD (PW-CAD) Dept.,dt. 05.07.2000 and G.O.Ms.No. 116 TR & B(Roads-III) Dept., dt. 19.05.07 a deduction of 0.25% of gross amount of bill will be made and remitted National Academy of Construction
 - 2) As per section of Cess Act read with rule 4(3) of the cess rule and in accordance with G.O.No.2899, dt. 05.07.98 of the Govt., of India, as per G.O.Ms.No.141, dt. 30.04.07 and G.O.Ms.No.59 dt.29.06.07 (Constitution of the Board of A.P. rules and as per Deputy)

Contractor

Executive Engineer, ID.,
I.B. Division, Anantapur.

3.2.1.4 Schedule – ‘B’

3.2.1.4.1. List of Drawings (Index map, L.S of bund cross section, H.C. weir plan section of shine plan and Road section etc.

The drawing enclosed to the tender shall be used as a reference only.

SI.No	Drawing Number	Description
1	I	Index map
2	II	L.S. of bund
3	III	Model cross sections
4	IV	H.C. Weir plan & section-
5	V	Sluice plan -
6	VI	Road Section -
		Total:

3.2.1.4.2. SUPPLEMENT LIST

As referred to in the specifications including the preliminary specification of the Andhra Pradesh Standard specifications.

SI.No.	Drawing Number	Description	Date on which the drawing was supplied

1. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The offer quoted by the contractor shall hold good for execution of work even with altered plans.
2. One set of drawing, on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the Superintending Engineer/Executive Engineer progressively according to the work programme submitted by the contractor and accepted by the Superintending Engineer/Executive Engineer. Drawings for the particular activity shall be issued to the contractor at least 30 days in advance of the scheduled date of the start of the activity. However, no extra claims by the contractor towards any delay in issue of the drawing or issue of any revision change to the drawings issued earlier shall be admissible. The Superintending Engineer shall intimate the contractor 7 days in advance regarding any delay in issue of drawing, for any particular stage of works. If work gets allotted due to delay to issue of drawing the contractor shall be granted extension of time in terms of condition 14.7 of tender notice.

3.2.1.5. Employment of Technical Agents based on the value of Agreement

The contractor shall employ the following technical staff during extension of work he himself is technically qualified person.

(1) Works costing more than Rs. 15 Lakhs –	One graduate Engineer (Civil) and one diploma Holder
(2) Works costing between Rs.5.0 Lakhs to Rs.15 Lakhs :	One Graduate Engineer or Two Diploma Holder
(3) Between Rs. 1.00 Lakhs to Rs. 5.0 Lakhs	One Diploma Holder
(4) Below Rs. 1.00 Lakhs –	I.T.I (Civil)

Failure to employ the required technical staff as form the contractor besides panel clause. The rates are as per current SSR.

- 1) Rs..... 1 day per men sum of works costing as one Rs.15.00 Lakhs
- 2) Rs..... 1 day per men sum of works costing as one Rs.5.00 to 15.00 Lakhs
- 3) Rs..... 1 day per men sum of works costing as one Rs.1.00 Lakhs to Rs15.00 Lakhs

3.2.1.6 Defect liability clause may be incorporated:

As per par 25 of Annexure-I of G.O.Ms.No.94 I & CAD (PW-COD) department Dated. 01.07.2003, the defect liability period in two years for both the original works and maintenance works. The contractor is responsible for the quality of works extended till the expiry of defect liability period.

3.2.1.7. Seigniorage Charges:

The normal seigniorage charges for the material covered under. This work shall be covered from the contractor bill at the following rates are as follows. As per G.O.Ms.No.198, Industries and commerce (M.I) dated: 13.08.2009.

SI.No.	National	Seigniorage Charges
1.	Sand	Rs.40.00 /1cum
2.	Metal	Rs.50.00/ 1 cum
3.	R.R. Stone for Masonry	Rs.50.00/ 1 cum
4.	Revetment stone	Rs.50.00/ 1 cum
5.	C.R.S. Store	Rs.50.00/ 1 cum
6.	Gravel	Rs.22.00/ 1 cum
7.	Earth used for embankment	Rs.22.00/ 1 cum

The rates are liable to be revised and amendment from time by the state Government by notification in the Andhra Pradesh Gazette if the revised seigniorage fee is more than the above mentioned, the recovery from contractors, bills as per received rules.

The seigniorage charge will be renewed from contractors bills as per the rated prescribed in the contract document, for the materials used on the works only.

As per G.O.Ms. No.84 Industries and commerce (M.I) Department Dated: 10.04.2007 in case of procurement of sand for the work is without validity permits issued by the concerned Assistant Director of mine and Geology. The seigniorage charges towards sand will be recovered with one time penalty from the work bills.

3.2.1.8 VAT (Valuable Added Tax):

A Tax at sources at 4% towards VAT shall be recovered in all payments made in Engineering Department., of all work, irrespective of value of work and irrespective at category of registration of contract.

3.2.1.9. N.A.C (National Secondary of Consultation):

A recovery of 0.25% on all gross bills of the work shall be affected towards contribution to the National Academy of construction, Hyderabad as per G.O 116 TR & B (Roads-III) dt.19.05.2007.

3.2.1.10. Contract Risk and Insurance:

As per clause 50 of PS to APSS the work executed by the Contractor under the contract shall be maintained of the contractor risk until the work is taken over by the executive Engineer, should obtain insurance at their own cost the cover risk on the works during the period of execution and produce the same to the Executive Engineer concerned before commencement of work.

3.2.1.11. Income tax:

During the currency of the contract deduction of Income tax at 2.24% shall be made from the Gross value of each bill of the contact. The contract value of which is excess of Rs.10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-c(4) of Income Tax 1961 shall be followed.

Income tax clearance certificate should be furnished before the payment of final bill where value of contract is over Rs.10,000/-.

3.2.1.12. Labour License:

As per contract labour Act (Regulation) and Abolition Act (1990). The Contractor has to produce the license obtained from Licensing Officer of the Labour department along with the tender or at the time of signing agreement.

3.2.1.13. Indemnity Bond:

The contractor shall produce the indemnity bond with adhesive stamp worth of Rs.20/-.

3.2.1.13.1 COPY OF INDEMNITY BOND

Affix Rs.20/- Stamp @ Registrar Office
--

Name of Work:

I, Contractor S/o. Aged years, Residing at District hereby bind myself to pay all the claims may come (a) under Workmen’s Compensation Act, 1933 with any statutory modifications there of and rules there under or other wise for of in respect of any damage or compensation payable in connection with any accident or injury sustained (b) Minimum Wages Act 1948 (c) under payment of Wages Act 1936 (d) Under the contract Labour (Regulation & Abolition) Act 1970 by work men engaged for the performance of the business relating to the above contract i.e.,

Failing which payment of claims of workmen engaged in the above work I bid in accepting for the recovery of such claims effected from any of my assets with the departments.

Contractor

3.2.1.13.2 FORM –V (See Rule 21 (2))

FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER

Certified that I have engaged the applicant K. Siva Linga Reddy, S/o K.Linga Reddy, Contractor, Aravakur (v) Kuderu (m), Anantapur District. As a contractor in my establishment. I undertake to be bound by all the provisions of the Contract Labour (and Abolition) Central Rules 1971 in so far as the provisions are applicable to me in respect of the employment of contract labour by the applicant in my establishment.

Place:

Date:

Signature of the Principal Employer

(Name and Address)

3.2.1.13.3. Joint Undertaking

We jointly undertake the Contract Labour engaged by the Contractor will be paid Minimum Wages fixed by the Minimum Wages Act or the Contract Labour Wages fixed the Commissioner of Labour, A.P. which ever is applicable to the workers.

Signature & Seal
of the Contractor.

Signature of
Principal Employer

3.2.1.13.4. Joint Undertaking

We Principal Employer (Name of the Principal Employer and Address) Sri.B. Hari Govindaiah, Executive Engineer, IB, Division, Anantapur and the Contractor (Name of the Contractor) K. Siva Linga Reddy, S/o K. Linga Reddy, Contractor, Aravakur (v), Kuderu (m), Anantapur District aged 50 years jointly under taking that, we will pay the Minimum rates of Wages prescribed for schedule employment under Minimum Wages Act, 1948 or the wages notified by the Commissioner of Labour under rule 25 (v)(b) of the A.P. Contract Labour (R & A) rules 1971.

Signature of the contractor:

Signature of the Principal Employer
(Name & Address)

3.2.1.13.5_COPY OF INDEMNITY BOND

Affix Rs.20/-
Stamp @
Registrar Office

Name of Work:

I, Contractor S/o. Aged years, Residing at District hereby bind myself to pay all the claims may come (a) under Workmen’s Compensation Act, 1933 with any statutory modifications there of and rules there under or other wise for of in respect of any damage or compensation payable in connection with any accident or injury sustained (b) Minimum Wages Act 1948 (c) under payment of Wages Act 1936 (d) Under the contract Labour (Regulation & Abolition) Act 1970 by work men engaged for the performance of the business relating to the above contract i.e.,

Failing which payment of claims of workmen engaged in the above work I bide in accepting for the recovery of such claims effected from any of my assets with the departments.

Contractor

3.2.1.13.6. Labour Licence

Certified that in question that No. of contract worker for which Registration Certificate No. Proc.No. 550 M dt. 16.09.2008 of Executive Engineer, IB. Division, Anantapur obtained for my establishment do not exceed the maximum no. of Contract labour permitted to engage. The existing contractor and process/ areas in which contract labour **engaged and their numbers in respect of each contractor with their licence number as follows (i.e., existing contractors and now proposed contractors)**

Sl.No	Name of the Contractor	Contractor Licence No. & Date	No. of workers	Process/ Areas
1	K. Siva Linga Reddy, S/o K. Linga Reddy, Contractor, Aravakur(v), Kuderu (m), Anantapur	No. 550 M dt. 16.09.2008 of E.E. I.B. Division, Anantapur	5	

Place:

Date:

Signature of the Principal Employer
(Name & Address)

3.2.1.13.7. Form-IV [See Rule 21(1)]

APPLICATION FOR LICENCE

1	Name and address of the contractor (including his father's name in case of individuals)	
2	Date of birth and Age (in case of individuals)	
3	Particulars of establishment where contractor labour is to be employed	
a	Name and Address of Establishment	
b	Type of business, trade industry manufacturer of Occupation, which is carried on in the establishment	
c	Number and date of certificates of registration of the establishment under the act	
4	Particulars of contract labour	
a	Nature of work in which contract labour is employed or is to be employed in the establishment.	
b	Duration of the proposed contract work (give particulars of proposed date of commencing and ending)	
c	Name and address of the Agent or Manager or Contractor at the work site	
d	Maximum no of contract labour proposed to be employed in the establishment or any date	
5	Whether the contractor was convicted or any offence within the proceeding five years if so give details	
6	Whether there was any order against the contractor revoking or suspending license or forfeiting security deposits in respect of an earlier contract is so, date of such order.	
7	Whether the contractor has worked in any other establishment within the past five years if so, give details of the principal employer establishment and nature of work.	
8	Whether a certificate by the principal employer in Form V is enclosed	
9	Amount of license fee paid no of Treasury challan and date	
10	Amount of security deposit treasury Receipt no and date	

Declaration:

I hereby declare that the given details above are correct to the best of my knowledge and believed.

Date:

Place:

signature of the applicant
(Contractor)

3.2.1.14 CERTIFICATE OF REGISTRATION Form- II {See Rule18(1)}

F.No.81/L.O/ATP

Dt: 27.02.2007

**Government OF Andhra Pradesh
Office of the Registering Officer.**

A certificate of Registration containing the following particulars is hereby granted under sub-section (2) of section 7 of the Contract Labour (Registration and Abolition) Act 1970 and rules made there under to

The Executive Engineer, Irrigation Department I.B. Division, Anantapur.

1	Nature of the work carried on in the establishment	Civil Work
2	Name and address of contractors	-----
3	Nature of work in which contract labour is employed or is to be employed	Improvement and Restoration of Minor Irrigation tanks and check dams
4	Maximum number of contract labour to be employed on any day through contractors.	100 (One Hundred workers only)
5	Other particulars relevant to the employment of Contract labour	-----

Labour Officer,
Anantapur.

Station: Anantapur
Date: 27.02.2007

3.2.1.15 FORM – VI { See Rule 25(1) }

Government of Andhra Pradesh

Processing Officer : Assistant Commissioner of Labour,
Anantapur.

Lr.No.15/A.C.L./Anantapur.

Date: 30.10.2008.

It is hereby granted to **Sri T. Siva Reddy, Class-III Contractor, of Rudramma peta (v), Ramnagar Post, Anantapur** mandal and District under section 12(1) of the contract Labour (Regulation and Abolition) Act, in the conditions specified in Annexure.

Granted license is for doing to work of Improvements to Tank bund and Wire of M.I. Tank near Gutukur (v) in Kuderu (M), Anantapur District.

Establishment of Executive Engineer, I.B. Division, Anantapur.

License shall remain in force till: 29.10.2009.

Assistant Commissioner of Labour
Anantapur

Renewal Rule: 20

Date of Renewal	Fee Paid for renewal	Date of Expiry	Signature of the Officer

License is subject to the following conditions:

1. The license shall be Non-Transferable.
2. The number of workmen employed abs Contract Labour in the ___ not, on any day, exceed 5 (**Five only**) except provided in the rules for the grant, or as the case may be for renewal of the license is not refundable.
3. The rates of wages payable to the workmen by the contractor shall ___ the rates prescribed for the schedule of reemployment under the ___ Act, 1948, where applicable, and where the rates have been fixed ___ settlement or award, not less than the rates fixed.
4. In cases where the workmen employed by the contractor perform similar kind of work as the workmen directly employed by the prime ___ of the establishment the wages rates, holidays, hours of work and the service of the workmen of the contractor shall be the same as ___ same or similar kind of work. Provided that in case of any ___ regard to the type of work the same shall be decided by the Commission Labour, Andhra Pradesh whose decision shall be final.

5. In other cases the wage rates holidays, hours of work and conditions the workmen of the contractor shall be such as may be specified in ____ the Commissioner of Labour, Andhra Pradesh, Hyderabad.
6. In every establishment where 20 or more women are ordinarily contract Labour there shall be provided 2 rooms of reasonable ____ use of their children under the age of six years. One of such rooms were as a playroom for the children and the other as bedroom for the children purpose the contractor shall supply adequate number of toys and playroom and sufficient number of cots and beddings in the sleeping standard of construction and maintenance of the crèches may be such specified in this behalf by the Commissioner of Labour Andhra Pradesh, Hyderabad.
7. The licensee shall notify any change in the number of workmen conditions of work to the Licensing Officer.
8. A copy of the license shall be displayed prominently at the premises contract work is being carried on.
9. No women employed as contract Labour may be employed by any before 6 a.m. or after 7 p.m. provided that much women Contract Labour appointed in any factory up to 10 p.m. if the Government approves various working hours under Sec.66 of the Factories Act, 1948.

Assistant Commissioner of Labour

Anantapur

3.2.1.16. United India Insurance Company Ltd.

RECEIPT

_____ OFFICE: 051004 (Office)

_____ BRANCH OFFICE, 15/130,

Collection Number: 051004/81/08/000

Collection date: 10/10/2008 SUBASH

Business Source Code: 403

Bank Account: 9104

Scroll No/Date: 1011, 10/10/2008

Received with thanks from THE EXECUTIVE ENGINEER I.D, a sum of Rs.3,928.00 (Rupees three Thousand Nine Hundred twenty eight) ___ in Cash (Cash Payment of Rs. 3,928.00) towards Contractors All Risk Insurance as per details given hereunder.

Number	TR End/Ren/Dec/Clm Cd Number	A/c Particulars	Credit Amount	Debit Amount	Amt. Received A/c (Rs.) Genl	A/c General
		CASH PREMIUM CO	3,496.00		3,496.00	5083
		Service Tax	420		420.00	5528
		Edu Cess	12		12.00	5528

For United India Insurance Company Limited

Authorized Signatory

Particulars:

Service Tax Registration Number: AAACU5552CST001

Service Tax PAN Number: AAA TU 00 85

Receipt valid Subject to Realization of cheque

Please quote Document No., Collection No. and date in all correspondences

3.2.1.16. INDEMNITY BOND

Nature of the Work: Improvement to tank bund and wier of Potticheruvu MI tank near Gutukur (v) in Kuderu (M) Anantapur District,

T. Siva Reddy, Class III Civil Contractor S/o T. Govinda Reddy aged 45 years H.No. 1/676 Rudrameta (v) Ramnagar Post, Anantapur district do myself to pay all the claims may come (a) under Workman's Compensation Act, 1933 with any statutory where of and rules there under or other wise for in respect of any damage or compensation payable with any accident or injury sustained (b) Minimum Wages Act 1948 (c) under payment of Wages Act, the Contract Labour (Regulation and Abolition) Act 1970 by workmen engaged for the performance as relating to the above contract i.e.,

Paying which payment of claims of workmen engaged in the above work I bid in accepting for the which claims effected from any of my assets with the departments.

Contractor

4. SCRUTINY OF BILLS

Scrutiny of work Bills

After signing the agreement by the Contractor and concerned departmental officer authorized on behalf of Government the work will be started for execution by the contractor after executing some portion of work the part bill be submitted the division office for scrutiny and submit to PAO for payment. The portion of measurement rendered based on levels i.e., earth work excavation, embankments in some divisions and entire bill in some divisions are to be checked by the drawing branch. Embankments are to be checked by the drawing branch. In such a case the measurement shall be recorded in measurement Books (M.Bs) with reference to the levels recorded in L.F Books through cross section sheets and after computation in the calculation statements.

The following are the observation to be made during the scrutiny of the bills in the Drawing branch (JTO/ATO/TO)

1. Checking of L.F. Books.
2. Checking of levels in the ledger with reference to L.F. Books.
3. Calculation of Areas with reference to the levels and Cross Sections.
4. Required level Certificate by the AE/AEE and DEE in the ledger, M.books and bill form.
5. Verification of quantities with reference to estimate and agreement.
6. Data for excess of quantities and supplemental items if any included in the bills for payment.
7. For intermediate payment lower levels may be taken for bund embankment and highest level in canal cutting in bay of 25 mts.
8. Payment for earth work embankment compacted to proctor's density will be for the net quantities of earth work after deductions quantities towards shrinkage from the old quantity computed based on the compacted bund which should included allowance for shrinkage.
9. All the intermediate payments should be made based on levels only.
10. For earth work embankment formation work 10% of quantity will be withheld for intermediate payments and the same will be released after completing the bund to the profiles as per drawings, including trimming of side slopes and all other works contingent to the bund profile. For this purpose 25 meters of length may be taken as unit.
11. The level certificate of the Execution Engineer in the Ledger and M. Book is to be furnished in the Division office.

5. REGISTRATION OF CONTRACTORS

5. Registration Of Contractors

- 5.1 Copy of G. O. Ms. No. 130, dated 22.05.2007
- 5.2 Extract of G.O. Ms. No. 130 I & CAD (PW-Reforms) Dt. 22.05.2007 Civil Contractor
 - 5.2.1. ANNEXURE-IV - EXTRACT OF G.O.MS.NO.94, I & CAD(PW-COD) DEPT. DT.01.07.2003
 - 5.2.2. ANNEXURE-V (a) - Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003
 - 5.2.3. ANNEXURE-V (b) - Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003
 - 5.2.4. ANNEXURE-VI - Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003
 - 5.2.5. ANNEXURE-VII (a) - Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003
 - 5.2.6. ANNEXURE-VII (b) - Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003
 - 5.2.7. ANNEXURE-VII (c) - Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003
- 5.3 Sample Proceeding for Registration of Class-III Contractors
 - 5.3.1. Sample copy of Minutes of The District Level, Committee Meeting
 - 5.3.2. Sample Application for Registration of Class-V Contractors
 - 5.3.3. Sample Proceedings for Class-V Contractors
 - 5.3.4. Sample Copy of Office note

5.1 Copy of G. O. Ms. No. 130, dated 22.05.2007

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Registration of Contractors – Modifications to the norms stipulated in G.O.Ms.No94, Irrigation & CAD (PW: COD) Department dated: 01.07.2003 – Orders- issued.

IRRIGATION & CAD (PW: REFORMS) DEPARTMENT

G.O.Ms.No.130

Dated: 22.05.2007

Read the following:-

1. G.O.Ms.No.94, I & CAD (PW:COD) Department, dated: 01.07.2003
2. G.O.Ms.No.118, IRRIGATION & CAD (PW:REFORMS) Department, dated:07.07.2005
3. From the Commissioner of Tenders, Hyderabad letter No. EE2/DEE3/T4/727/2006, dated: 27.01.2006
4. From the From the Commissioner of Tenders, Hyderabad letter No. EE2/DEE3/T4/727/2008, dated: 14.11.2008.

ORDER:-

1. In the G.O .first read above, comprehensive orders were issued regarding procedures and Registration of Contractors Rules.
2. The Commissioner of Tenders has in the reference 3rd read above stated that during the meeting held on 17.12.2004. In the Chambers of Secretary (Projects) the Engineer-in-Chief and other Officials felt that the norms for Registrations of Contraction fixed in the G.O.Ms.No. 94 dated 01.07.2003 needs revision. In view of increase in the cost of works over a period of time due to increase in prices etc., The Officials present in the meeting after detailed discussions have approved the modifications to monetary limits, eligibility requirements etc., for all classes and categories of Registration of Contractors against the norms stipulated in the G.O. 1st read above (Annexure-III).
3. The above proposed modifications were placed in the 3rd meeting of Board of Chief Engineers held n 15.09.2006 and the Members after detailed discussions recommended to Government modifications to the Registration fees, Solvency and Past Experience Certificates and other requirements.
4. In the circumstances reported by the Commissioner, Commissionerate of Tenders and in view of the recommendations made by the Engineers-in-Chief and Board of Chief Engineers in their meeting held on 15.09.2006, Government hereby issue amendments to G.O.Ms.No.94, I & CAD, dated: 01.07.2003 as shown in the Annexure to this order. These modifications will come into effect from the date of issue of this orders and shall be applicable for all the new applicants an also for existing Contractors whenever they apply for re-registration after expiry of the existing registration validity period.
5. This order is issued with the concurrence of Finance (W&P) Department vide their Lr.No.228/f3 (2) 2007-1, dated: 17.02.2007.

(BY ORDER AND IN THE NAME OF GOVERNOR OF ANDHRA PRADESH)

RAJIV RANJAN MISHRA

SECRETARY TO GOVERNMENT

To
All Engineers-in-Chief I & CAD Department.
The Commissioner, Commissionerate of Tenders.
BRKR Building, Hyderabad.
All Chief Engineers of I & CAD Department with a request to communicate to all SEs/EEs under their administrative control.

Copy to:

TR & B /PR& RD/ MA & UD/ HM & FW Department.
All Sections in the Department
PS to Minister (M&M)
PS to Spl. Secretary to CM
PS to Pri. Secretary I & CAD
PS to Secretary (Projects)
PS to Secretary (AD)
PS to Secretary (RRM)
Stock file/ Spare.

// FORWARDED BY ORDER//

GOVERNMENT OF ANDHRA PRADESH
Office of the Engineer-in-Chief, PR, Hyderabad.

Endt.No.T1/9307/88,dated: 02.06.2007

"Communicated" for strict implementation.

Sd/ M.A. Kareem
Engineer-in-Chief, PR, Hyderabad

To
All Chief Engineers of this Department.
Copy to all superintending Engineers, PR/RWS in the State.
Copy to all Executive Engineers, PR/RWS/ in the State.
Copy to SF/SC.

// t.c.f.b.o.//

Dy. Executive Engineer (T)

ANNEXURE TO G.O.Ms.No. 130, I & CAD DEPARTMENT Dated: 22.05.2007

Amendments to Annexure-III of G.O.Ms.No. 94, I & CAD (PW: COD) Department Dated: 01.07.2003

Sl.No.	Description of Item	SPL Class	Class-I	Class-II	Class-III	Class-IV	Class-V
1	2	3	4	5	6	7	8
MONETARY LIMITS UPTO WHICH CONTRACTORS ARE QUALIFIED TO TENDER:							
1	(i) Civil	Upto any Amount	Upto Rs. 10.00 Crores	Upto Rs. 200 Crores	Upto Rs. 100 Crores	Upto Rs. 60 Lakhs	Upto Rs. 10 Lakhs
	(ii) Publication Health Engineering (iii) Furniture (iv) Electrical	Not Applicable	Upto any Amount	Upto Rs.10 Lakhs	Upto Rs.5 Lakhs	Not Applicable	Not Applicable
	(v) Transport	Not Applicable	Upto any Amount	Upto Rs.20 Lakhs	Upto Rs.5 Lakhs	Not Applicable	Not Applicable
	VI) Fabrication and Erection of Structural steel	Upto any amount	Upto Rs.50 Lakhs	Upto Rs.20 Lakhs	Upto Rs.5 Lakhs	-	-
II	REGISTRATION FEE	Rs.10,000	Rs.6,000	Rs.3,000	Rs.2,000	Rs.1,000	Rs.1,000
<p>NOTE: The following instructions shall be followed while making payment of the Registrationfees.</p> <p>(i) The Registration Fees shall be paid through challan in any Govt. Treasury or Demand Draft (Crossed) obtained from a Scheduled Bank.</p> <p>(ii) The particulars of Head of Account to which the Registration Fee is debitable shall be obtained from the Local Departmental Officers.</p> <p>(iii) The Registration Fee shall be remitted in the <u>Form of Demand Draft in favour of PAO / APAO concerned</u></p>							

1	2	3	4	5	6	7	8
III	AUTHORITY FOR REGISTRATION	Committee constituting Engineer-in-Chief and the Commissioner COT	Committee constituting Engineer-in-Chief and the Commissioner COT	Committee consisting of the Chief Engineer concerned and another Chief Engineer of the same or other Department and Member COT to be nominated by the Commissioner, COT	District level comprising the SEs available in the district and a representative of the COT	Same as for class II	Executive Engineer of the Division concerned
IV	AMOUNT FOR WHICH SOLVENCY CERTIFICATE IS TO BE PRODUCED						
i)	Civil	Rs.200 Lakhs	Rs. 100 Lakhs	Rs. 20 Lakhs	Rs. 10 Lakhs	Rs. 5 Lakhs	Rs. 1 Lakhs
ii)	Public Health Engineering	–	Rs.2.00 Lakhs	Rs. 1.00 Lakhs	Rs. 0.50 Lakh	–	–
iii)	Furniture	–	Rs.2.00 Lakhs	Rs. 1.00 Lakhs	Rs. 0.50 Lakh	–	–
iv)	Electrical	–	Rs.2.00 Lakhs	Rs. 1.00 Lakhs	Rs. 0.50 Lakh	–	–
v)	Transport	–	Rs. 4.0 Lakhs	Rs. 2.0 Lakhs	Rs. 0.50 Lakh	–	–
vi)	Fabrication and Erection of structural Street	Rs. 10 Lakhs	Rs. 5 Lakhs	Rs. 2.0 Lakhs	Rs.0.5 lakh	–	–

Sl.No.	Description of Item	SPL Class	Class-I	Class-II	Class-III	Class-IV	Class-V
1	2	3	4	5	6	7	8
V(A)	CERTIFICATE OF PAST EXPERIENCE (VALUE OF GROUP OF WORKS TO HAVE BEEN EXECUTED IN ANY ONE YEAR DURING LAST FIVE FINANCIAL YEARS)						
(i)	Civil	Rs. 500 Lakhs	Rs. 400 Lakhs	Rs. 40 Lakhs	Rs. 20 Lakhs	Rs. 8.00 Lakhs	No Monetary limits for past experience is prescribed for Class-V but the applicant should have functioned as an Agent or an employee under Registered Class-I Contractor Certificate to that extent should be produced
(ii)	Publication Health Engineering	–	Rs.5.00 lakhs	Rs.2.50 lakhs	NIL	–	–
(iii)	Furniture	–	Rs.5.00 lakhs	Rs.2.50 lakhs	NIL	–	–
(iv)	Electrical	–	Rs.5.00 lakhs	Rs.2.50 lakhs	NIL	–	–
(v)	Transport	–	Rs.5.00 lakhs	Rs.2.50 lakhs	NIL	–	–
(vi)	Fabrication and Erection of structural Street	Rs. 25.00 Lakhs	Rs. 12.50 Lakhs	Rs. 5.0 Lakhs	NIL	–	–

Sl.No.	Description of Item	SPL Class	Class-I	Class-II	Class-III	Class-IV	Class-V
1	2	3	4	5	6	7	8
V(B)	PAST EXPERIENCE (VALUE OF SINGLE WORK TO HAVE BEEN EXECUTED IN ANY ONE YEAR DURING LAST FIVE FINANCIAL YEARS)						
(i)	Civil	Rs. 250 Lakhs	Rs. 50 Lakhs	Rs. 20 Lakhs	Rs. 10 Lakhs	Rs. 4.00 Lakhs	No Monetary limits for past experience is prescribed for Class-V but the applicant should have functioned as an Agent or an employee under Registered Class-I Contractor Certificate to that extent should be produced
(ii)	Publication Health Engineering	–	Rs.2.50 lakhs	Rs.1.25 lakhs	NIL	–	–
(iii)	Furniture	–	Rs.2.50 lakhs	Rs.1.25 lakhs	NIL	–	–
(iv)	Electrical	–	Rs.2.50 lakhs	Rs.1.25 lakhs	NIL	–	–
(v)	Transport	–	Rs.2.50 lakhs	Rs.1.25 lakhs	NIL	–	–
(vi)	Fabrication and Erection of structural Street	Rs. 12.50 Lakhs	Rs. 6.25 Lakhs	Rs. 2.50 Lakhs	NIL	–	–

VI	OTHER REQUIREMENTS	
i)	Civil Contractor	NIL
ii)	Public Health Engineering Contractors	The Contractor shall have plumbing license or at least have a licensed plumber in his employment
iii)	Furniture Contractors	NIL
iv)	Electrical Contractors	The Contractor himself shall be licensed Electrician or at least have a licensed Electrician in his employment.
v)	Transport Contractors	The Transport comprises of conveyances of construction materials such as a steel cement sand etc. The Class III Contractors shall possess at least one Transport Vehicle of sustain capacity capable of carrying structures (10 MTS or more) in his name as per the registration book. The Class II Contractors shall possess two such vehicles in his name Class-I Contractor shall possess three such vehicles in his name.
vi)	Fabrication and erection of Structural Contractors	The Class-III Contractor shall have basic lifting tackles such as tripods, sheaves and pulleys. The Class II Contractor shall also have winches and single derrick of 20 feet life besides the capacity mentioned for Class-III above. The Class-I Contractor shall have the entire requirement mentioned for Class II Contractor and in addition to that he must also have welding set and one qualified welder. The Class-I Contractor shall also have Hydraulic jacks, sleepers and Mobile Crane of at least 15 tons capacity in addition to Class-II requirements. The contractor must be a partner or a Director of Registered Structural Factory within the meaning of Factory Act 1948

5.2. Extract of G.O. Ms. No. 130 I & CAD (PW-Reforms) Dt. 22.05.2007 Civil Contractor

S.No.	Description Individual	Spl. Class	I st Class	II nd Class	III rd Class	IV th Class	V th Class
1	Monitoring limit	Upto any amount	Upto Rs. 10 Crores	Upto Rs. 2 Crores	Upto Rs. 1 Crores	Upto Rs. 50 Lakhs	Upto Rs. 10 Lakhs
2	Registration fees	Rs.10,000/-	Rs.6,000/-	Rs.3,000/-	Rs.2,000/-	Rs.1,000/-	Rs.1,000/-
3	Authority for Registration	Committee Constituting E.N.C., and C.O.T	Committee Constituting E.N.C., and C.O.T	Committee C.E., concerned and other C.E. same of the other Dept., and Member of C.O.T	D.L.C., S.E., and any other SE and C.O.T Member	D.L.C., S.E., and any other SE and C.O.T Member	E.E.,
4	Amount for which solvency certificate are to be produced	Rs.200 Lakhs	Rs.100 Lakhs	Rs. 20.00 Lakhs	Rs. 10.00 Lakhs	Rs.5.00 Lakhs	Rs.1.00 Lakh
5	Certificate of past experience						
a	Group of works	Rs. 500 Lakhs	Rs. 100 Lakhs	Rs. 40.00 Lakhs	Rs. 20.00 Lakhs	Rs. 8.00 Lakhs	No Monitory limit
b	Single work	Rs. 250 Lakhs	Rs. 50 Lakhs	Rs. 20.00 Lakhs	Rs. 10.00 Lakhs	Rs. 4.00 Lakhs	No Monitory limit
6	Other documents						
a	VAT Registration	VAT Registration	VAT Registration	VAT Registration	VAT Registration	VAT Registration	VAT Registration
b	PAN No. and copy of latest Income Tax returns submitted along with proof of receipt	PAN No.	PAN No.	PAN No.	PAN No.	PAN No.	PAN No.
c	Court Fee Stamp	Rs.10/-	Rs.10/-	Rs.10/-	Rs.10/-	Rs.10/-	Rs.10/-

Firm Registration Norm as follow

- (1) Copy of the partnership deed in the case of registration of partnership/Companies
- (2) Form 'C' issued by the Register of firms in the case of Partnership/Companies

5.2.1. Extract of G.O.Ms.No.94, I&CAD (PW-COD) DEPT. DT.01.07.2003

ANNEXURE-IV

FORM OF APPLICATION FOR REGISTRATION OF CONTRACTORS CIVIL / PUBLIC HEALTH ENGINEERING / FURNITURE / ELECTRICAL / TRANSPORT / FABRICATION AND ERECTION OF STRUCTURAL STEEL / CONTRACTOR.

TO

THE CHIEF ENGINEER,
MAJOR IRRIGATION, MEDIUM IRRIGATION AND MINOR IRRIGATION,
HYDERABAD

SIR,

Sub:- Contractor – PWD I & P Dept – Application for registration as Class – I / II Contractor – submitted.

I, Sri Managing partner of
M/s..... Engineers and Contractors, PWD, Resident
..... Village Taluk..... District a Registered
Class

Contractor of Govt. / Corporation etc., request you to kindly register my name / our firm as Class Contractor in the category of Civil / Public Health Engineering / Furniture / Transport / Electrical / Fabrication and erection of structural steel / Contractors and communication orders.

2. In this connection, I enclose the following prescribed documents for you information.

- i) Treasury Challen No..... Dated:..... for Rs..... Creditable to the EE, PWD Division Under the Head of "882 Cash Remittances towards Registration fees.
- ii) Solvency certificate issued by competent authority for Rs.....(The solvency certificate shall be not more than one year old).
- iii) A list works carried out by men in the past five years with their values, certified by departmental Engineer of the rank of Executive Engineer or equivalent rank.
- iv) Latest Sales Tax / Income Tax Clearance Certificate.
- v) Certified copy of the partnership deed (in the case of firm).
- vi) From (C) issued by the Register of firm (in the case of firms only) certified.
- vii) Copy of the Engineering degree certificate issued by the Recognized University (in the of Engineering Degree holders seeking Registration).

3. I enclose to the effect whether the applicant of any of the partner of or any of the personnel working under the applicant is / are dismissed Government servants)

4. I certified that I would not get my self-registered under more than one name.

5. I will get my registration renewed within 5 years from the date of Registration.

5.2.2. Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003

FORM OF SOLVENCY CERTIFICATE BY TAHASILDAR

ANNEXURE-V (a)

I.....Tahasildar of.....do hereby certify on being satisfied by the examination of Revenue and other records and local enquiries that.....(here the name and address of the contractor should be mentioned) is solvent to the extent of Rs.....(Rupees.....)

Seal of the Taluk

Officer

Date:

Place:

5.2.3. Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003

FORM OF SOLVENCY CERTIFICATE BY BANKS

ANNEXURE-V (b)

I..... Managing Director / Manager / General Manager / Agent of..... bank Ltd., do hereby certify that.....(here the name and address of the contractor should be mentioned) is solvent to the extent of Rs.....(Rupees.....)as disclosed by the information and record which are available with the aforesaid bank.

For the.....Bank

(Designation of the Officer authorized to sign)

Date :

Place :

5.2.4. Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003)

ANNEXURE-VI

Proceedings No.....

Dated.....

Sub: Contractor – Registration of Class-I and Special Class (Civil) Contractors – orders-Issued.

Ref: 1.

The Board of Chief Engineers examined the applications received from the Contractor referred to for Registration as Class I /Special Class (Civil) contractor at its meeting held on.....and decided what their names might be registered as Class I /Special Class (Civil) contractors for all Branches of Engineer Departments of the State Government.

2. The Chairman, Board of Chief Engineers Andhra Pradesh, Hyderabad, accordingly register the name of the following Contractors as Class I/ Special Class (Civil) Contractors qualified to tender for works costing above and up to Rs.....

In terms of the rules prescribed and subject to the conditions stipulated:

Sl.No.	Name and Address of the Contractor
1.	
2.	
3.	
4.	
5.	
6.	

3. The Managing Partner/Partners of the firms if any, which are now registered as Contractors shall intimate the changes in the partnership deed, if any and produce fresh Solvency Certificate in the name of the substituting partners along with the revised partnership deed and Form-A issued by Registrar of Firms. Failure to notify the changes to the registering authority within one month of such change will entail the firm to forfeit registration and further the firms will be debarred from tendering for works.

4. The Registration will be valid up to 5 years from the date of Registration. The registering authority reserves the right to cancel or demote without notice and without assigning any reasons.

5. Application for Renewal of Registration after 5 years if desired should be submitted to this office before one month from the date of expiry of validity of Registration.

5.2.5. Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003

ANNEXURE-VII (a)

CASE (i) where contractor himself desires that his name may be removed.

To
REMOVAL FROM THE APPROVED LIST

Dear Sir (s),

- (1) As desired by you, your name is removed from the approved list of contractors of this command/
Area/ Division/ Circle/ Unit/ Project.

- (2) Action to release your security deposit / sending security bound amount is in hand.

Yours faithfully,

Copy to the concerned

5.2.6. Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003)

ANNEXURE-VII (b)

CASE (ii) where contractor fails to submit valid Income Tax Clearance Certificate.

To.....

REMOVAL FROM THE APPROVED LIST

Reference:

As you have failed to furnish a valid Income Tax Clearance Certificate in spite of the notices issued to you under this Office letter (s) quoted under reference, Your name is hereby removed from the list of approved of this Division/ Circle/ Unit /Project.

2. Action to release your Security Deposit/ Standing security Bound amount is in hand

Yours faithfully,

Copy to the concerned

5.2.7. Extract of G.O.Ms.No.94, I & CAD (PW-COD) Dept. Dt: 01.07.2003)

ANNEXURE-VII (c)

CASE (iii) for any other reason mentioned in the Standardized code.

To,

REMOVAL FROM THE APPROVED LIST

Dear Sir (s),

Your name is hereby removed from the list of approved contractors of this Division/ Circle/ Unit /Project.

Yours faithfully,

Copy to the concerned

5.3 Sample Proceeding for Registration of Class-III Contractors

GOVERNMENT OF ANDHRA PRADESH IRRIGATION & CAD DEPARTMENT

Present : Sri
Superintending Engineer,

Proceeding No. F

Sub:- Contractor – Registration of Class-III (Civil) Contractors – Orders – Issued.

Ref:- 1) G.O.Ms.No.94, I & CAD (PW-COD) Department Dated:01-07-2003 and ENC's Memo.Rc/ENC/AW/ADA/AE12/24552/ 2003; Dated:05-03-2004.

- 1) The District level committee of Superintending Engineers as per reference 1st cited, examined the applications received from the Contractor referred to the Registration as Class-III contractor at its meeting held on 29.04.2006 and decided that the name might be registered as Class-III (civil) contractors for all Branches of Engineer Departments of the State Government.
- 2) The District Level Committee of Superintending Engineers, Anantapur accordingly registered the name of the following Contractor as Class-III (Civil) Contractors qualified to tender for works costing Rs.50.00 (L) and above up to Rs.100.00 (L). In terms of the rules prescribed and subject to the conditions stipulated, the contractor shall be allowed to tender for works in lower category of contract also.

SI.No.	Name and Address of the Contractor

- 3) The Managing Partner/Partners of the firms if any, which are now registered as Class-III (civil) Contractors shall intimate the changes in the partnership deed, if any and produce fresh Solvency Certificate in the name of the substituting partners. Failure to notify the changes to the registering authority within on month of such change will entail the firm to forfeit registration and further firms will be debarred from tendering for works.
- 4) The Registration will be valid up to 5 years from the date of Registration. The Registering authority reserves the right to cancel or demote without notice and without assigning any reasons.
- 5) Application for Renewal of Registration after 5 years if desired should be submitted to this office before one month from the date of expiry of validity of Registration.
- 6) The contractor should sign in the copy of A.P.D.S.S maintained by the Superintending Engineer, T.B.P.H.L.C Circle, Anantapur to token that he has perused the same and understood the conditions and specifications.
- 7) The contractor is requested to apply for the digital certificates procure from the A.P.T.S immediately to perform transactions on e-Procurement platform with effect from 1st January 2005, as per the Letter No.432/ e-procurement (review meetings) dated: 19.10.2004, communicated along with copy of the minutes of 12th Steering Committee meeting held on 12.10.2004, in the chambers of Chief Secretary.

Superintending Engineer
T.B.P.H.L.C. Circle, Anantapur

Copy submitted to:

- 1) The Engineer-in-Chief (I.W), Hyderabad for favour of information.
- 2) The Chief Engineer, Major, Medium and Minor Irrigation, Hyderabad for favour of information.
- 3) The Commissioner, C.O.T., B.R.K.R. Bhavan, Hyderabad.
- 4) Copy to all Superintending Engineer's of A.P. State
- 5) Copy to all Executive Engineers of the Circle.
- 6) Copy to Pay and Accounts Officer, TBPHLC. Stage-II, Anantapur with D.D. 156226, Dated: 10.03.2008 of State bank of Hyderabad for Rs.2000/- for adjustments.

Superintending Engineer
T.B.P.H.L.C. Circle, Anantapur

//TRUE COPY//

Deputy Executive Engineer (Designs),
T.B.P. H.L.C Circle, Anantapur.

5.3.1. Sample copy of Minutes of The District Level, Committee Meeting Held in The Chambers of Superintending Engineer, T.B.P.H.L.C. Circle, Anantapur on 28.06.2004 at 11.00 A.M.

PRESENT:

Sarva Sri

- (1) Sri K.S. Murlidhar, B.E.,
Chief Engineer, T.B.H.L.C Circle,
Anantapur.
- (2) Sri R. Chinappa Reddy, M.Tech.,
Superintending Engineer, Irrigation Circle
Anantapur.
- (3) Sri M. Venkata Ramana Reddy, B.E.,
Executive Engineer, I.B. Division,
Anantapur.
(Nominated Member of COT/HYd)

As per G.O.Ms.No.94 I & CAD (PW.COD) Department, dated: 01.07.2003 and ENC's memo No.Rc/ENC/AW/ADA/AE.12/24552/2003 dot: 05.03.2004, the District Level Committee comprising the Officers cited above are the registering authority for registration of contractors as Class-III (Civil).

During the meeting held in the office of the Superintending Engineer, TBP.HLC Circle, Anantapur @ 11.00 AM on 28.06.2004, the District Level Committee having scrutinized 2 applications for registration as contractors and decided to register contractors under Class – III (Civil) who have fulfilled all the requirements for registration as per G.O.Ms.No. 94 I & CAD (PW.COD) Department, dated: 01.07.2003 after the verification of the experience and solvency certificates produced by them.

Accordingly the certificates have been got verified and put up for committee's perusal.

The committee after perusing all the documents has decided to register the following contractors as Class-III (Civil).

- (1) Sri Y. Sreenivasa Reddy,
S/o Y. Konda Reddy,
11/444, G-1, Aravind Nagar,
Anantapur (Dt), Regarding the registration of ,
- (2) Sri P. Ramakrishna Reddy,
S/o P. Govinda Reddy,
1/11, Sree Rangapuram (Village & Post)
Beluguappa Mandal, Anantapur.

It is decided that the registration orders will be issued on submission of PAN from Respective I.T. authorities and S.T. clearance to the concerned Superintending Engineer.

Chief Engineer
TBP.HLC Circle
Anantapur

Superintending
Irrigation Circle
Anantapur.

Executive Engineer
and Nominee by the
COT I.B.Division,
Anantapur.

5.3.2. Sample Application for Registration of Class-V Contractors

To
The Executive Engineer,
IB, Division,
Anantapur,

Sir,

Sub: Contractor, PWD I & P Dept., – Application for registration as Class V Contactor – submitted.

* * *

I Sri.....request you to kindly Register my name as Class V Contractor in the Category of Civil Contractors and communication orders.

In this connection, I enclose the following prescribed documents for your information.

- i) Pay order bearing No. _____ dt:_____ For Rs. 1,000/- in favour of Pay and Accounts Officer, TBP HLC, Stage-II, Anantapur towards Registration fees.
- ii) Solvency certificates issued by competent authority for Rs.1.00 (The solvency certificate shall be not more than one year old)
- iii) A list of works carried out by me in the past five years with their values, certified by departmental Engineer of the rank of Executive Engineer or equivalent rank.

I enclose a certificate to the effect whether the applicant of any of the partner or shareholders or any of the personnel working under the applicant is/are dismissed Government servants).

4) I certified that I would not get my self registered under more than one name.

5) I will get my registration renewed with in 5 years from the date of Registration.

Yours faithfully,

Encl: Pay order for Rs.1,000/-
Experience certificate, Income Pan Card,
& Solvency Certificate.

5.3.3. Sample Proceedings for Class-V Contractors

Office of the Executive Engineer; ID., IB, DIVISION: ANANTHAPUR

Proc. No. F. C16/Vol.4/DB/ATO..... Date:.....

Present: Sri B. Hari Govindaiah, BE.,
Executive Engineer, ID.
IB. Division Ananthapur.

Sub: Registration of Contractors – Class V (Civil) Contractor – Application of Sri A. Mallikarjuna S/O Hussainappa, D.No.12-307, S.N. Peta, Guntakal (Town & post) Anantapur District.

- Ref: 1) G.O.Ms.No. 521 I & CAD (PW-CAD) Dept., dated: 10.12.84.
2) G.O.Ms.No. 94 I & CAD (PW-CAD) Dept., dated: 01.07.2003.
3) G.O.Ms.No. 130 I & CAD (PW-CAD) dated: 22.05.2007
4) Application of **Sri A. Mallikarjuna, S/o Hussainappa, D.No. 12-307, S.N.Peta, Guntakal (Town & Post) Anantapur District**

Under the rules and provision in G.O.Ms.No. 3rd Cited, of **Sri A. Mallikarjuna, S/O Hussainappa, D.No. 12-307, S.N.Peta, Guntakal (Town & Post) Anantapur District** who has applied for Registration of Contractor as Class V Civil ha been registered as Class V Civil contractor. He is eligible to tender for the works upto a monetary limit of Rs. 10.00 lakhs (Rupees ten lakhs only).

- 1) He is informed that the application for renewal or registration after 5 years if desired should be submitted to this office before one month from the date of expiry of registration validity.
- 2) He informed that if he has not secured or not even tendered for any civil works during a period of three consecutive years his name will be removed from the approved list of class V (Civil Contractor) as per G.O. 2nd cited.
- 3) He is informed that if the particulars furnished by him for the above registration are found to be false at a later date this registration will be automatically be treated as cancelled from the date of registration.
- 4) The Contractor should register his name in Commercial Tax Office and he should enclose VAT Registration certificate in his application when ever he applies for Tender Schedules.
- 5) He shall employee qualified technical persons according to the value of works taken up by him for execution as per G.O.Ms.No.150 dt.21.02.1985.
- 6) He shall not get himself registered over more than one name.
- 7) He is requested to attend this office with in a week to sign the copy of APDSS maintain to this office. He is advised to possess a copy of APSS with an upto date edition for him ready reference.

SPECIAL NOTE: Please become a subscriber for Tender Digest of A.P. for information of various works for which tenders are called for by the departmental Officers. He may contact the Superintending Engineer, P&M Directorate Office of the Engineer-in-Chief, Irrigation, Errum Manzil, A.P. Hyderabad -500087 for details in this regard.

Sd/-B. Hari Govindaiah,
Executive Engineer, ID.,
IB. Division, Anantapur.

To
Sri A. Mallikarjuna,
S/O Hussainappa,
D.No. 12-307, S.N. Peta,
Guntakal (Town & Post),
Anantapur District.

- 1) Copy to all Executive Engineers in this circle for information.
- 2) Copy along with Pay order to Junior Technical Officer, for entering the D.D. Register and handed over to Superintendent.

Executive Engineer, ID.,
IB, Division, Anantapur

5.3.4. Sample Copy of Office note submitted to the Executive Engineer, ID., I.B. Division, Anantapur.

E.E/ Sir,

Sub : Registration of Contractors – Class –V (Civil) Contractor - application of Sri. A. Mallikarjuna, S/o Hussainappa, D.No. 12-307, S.N.Peta, Guntakal (Town & Post) Anantapur District – Regarding.

Ref : 1) G.O.Ms.No. 521 I & CAD (PW-CAD) Dept., dated: 10.12.84.

2) G.O.Ms.No. 94 I & CAD (PW-CAD) Dept., dated: 01.07.2003.

3) G.O.Ms.No. 130 I & CAD (PW-CAD) dated: 22.05.2007

4) Application of Sri A. Mallikarjuna, S/o Hussainappa, D.No. 12-307, S.N.Peta, Guntakal (Town & Post) Anantapur District

A. Mallikarjuna, S/o Hussainappa, D.No. 12-307, S.N.Peta, Guntakal (Town & Post) Anantapur District, has requested to enlist him as Class- V (Civil) contractor as per new rules. He has produced required documents as follows:

1). **Application:** He has produced the application in required proforma duly affixed with Rs.10/- Court fee stamp.

2). **Registration fee:** He has produced the required fee of Rs. 1000/- towards registration fee and produced pay order No.688691, date: 06.04.2010

3) **Solvency Certificate:** He has obtained solvency certificate for Rs.1,00,000/- issued by the Tahasildar, Guntakal (M), Anantapur district. As required by G.O.3rd cited.

4) **Experience Certificate:** He has produced experience certificate form G. Rajendra Reddy, State Govt & Railway Contractor, D.No. 15-1-2, Near Govt., Junior College, Rayadurg -515865, Anantapur District. As per G.O.3rd cited, no monitory limit for past experience is prescribed to class V civil. But the applicant should have furnished as an agent or an employee under Registration Class V Contactor to that evident should be produced.

5) **Income Tax Pan:** He has produced PAN issued by the Income Tax Officer, vide Pan No. AMKPK5354 K.

6) **VAT Registration**

As per G.O.Ms.No.1 Fin. (Works and Project F8) Dept., dt: 24.01.2000 in respect of all works costing more than Rs. 5.00 lakhs each, no work should be awarded without the successful tenderer submitting copy of his VAT Registration certificate incorporating Tax identification.

Accordingly as per G.O cited the Contractor has not produced VAT Registration.

The Executive Engineer is competent authority for registration of class V civil contractor. But the Contractor has produced VAT Registration certificate issued by the C.T.O., Guntakal TIN 28390283777.

Submitted for orders whether the request of Contractor to enlist as Class V (Civil) Contractor.

Submitted for orders whether the request of Contractor to enlist as Class V (Civil) Contractor.

If approval, the draft proceedings is put up below may be approved

Requested orders please.

J.T.O

T.O

DAO (W)

E.E.,

6. NOTING & DRAFTING SKILLS

6. Noting and Drafting Skills

- 6.1 Noting and Drafting Skills
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6.1 Noting and Drafting Skills

"Note" means remarks recorded on a case or paper under consideration to facilitate its disposal and includes précis of previous papers analysis of questions requiring decision, suggestions regarding the course of action and the orders passed thereon.

"Drafts" means the rough sketch of a communication to be issued subject to approval (including modification/alteration) of the competent authority.

Objectives

- Know the terms "Noting" and "Drafting"
- Understood the noting skills and drafting skills
- Explain the definition for noting

6.1.1 Noting Skills:

Commands: Check up	:	FACTS
Supply	:	MISSING FACTS
Refer	:	RULES/REGULATIONS
QUOTE	:	PRECEDENT
Suggest	:	ALTERNATIVES
Assess	:	IMPLICATIONS

Essentials:

Nature of Case	Necessity of Noting
Strategic/Operational	Maximum
Problem Solving	-do-
Correspondence Handling	Minimum
Routine Cases	-do-
Unnecessary Cases	No noting

6.1.2. Drafting Skills

Commands	Identity	-	SENDER
	Adopt	-	RIGHT FORM
	Visualise	-	RESPONSE
	Express	-	CLARITY, CONSISTENCY UNIFORMITY
	Avoid	-	REDUNDANCY, VERBOSITY CIRCUMLOCUTION, REPETITION
	Summarise	-	COMPLEX & LENGTHY

Essentials

Clear, Concise, Incapable of Misconstruction
 Lucid, Brief, Complete
 Facts, Direction, Guidance
 Unit of Idea
 Coherence of Flow

6.1.3. Use the Simple Word

It is not always the shorter word that is better understood. For example, more people understand the word "negligent" than the word "derelict". "Think" is usually a better word than "Deem". Sometimes two or three words are required to take the place of one showy word. And there is nothing wrong with that, your aim is to make your writing easy to read, not to save space on the page. We should try to EXPRESS rather than IMPRESS. Here are a few examples of simpler replacements of the showy words.

Showy	Simple
Constitutes	Makes up
Component	Part
Utilisation	Use
Mandatory	Required
Cogitate	Think about
Penultimate	Last but one
Obviate	Make Unnecessary
Proximo	Next Month

6.1.4. Noting: Definition

The manual of Office Procedure defines a "Note" as. "The remarks recorded on a case to facilitate its disposal", and it includes a précis of previous papers, a statement or an analysis of the questions requiring decision, suggestions regarding the course of action and final orders passed thereon.

A "Note" contains facts and figures, rules, law procedures, and precedents, as also views of other Divisions/Departments, which might have been consulted.

It helps the decision-making authority in taking a decision. It should normally comprise a brief resume of the case, the analysis/statement of the point(s) at issue, suggestions regarding the course of action or the orders, if any passed thereon

The name, designation and telephone number of the officer signing a note should invariably be typed or stamped with a rubber stamp below the signatures, which should be dated.

In recording the date, the month and the year should also be indicated along with the date.

6.1.5. Why Record a Note:

The working of the government is a continuous affair. The officers may come and go, but the policy of the Government has to remain uniform in a given set of circumstances. It is, therefore, necessary to have a written record of the reasons for adopting a particular course of action in a case so as to ensure identical treatment to a similar case coming up in future.

The "Notes" thus lend consistency and continuity to the actions and decisions of the Government.

The "Notes" also provide a very useful guide to the officers who might have to handle the same or a similar case in future in as much as they reveal the line of thought and the logic behind the decision taken earlier.

6.1.6. Functional Approach to Noting

You should always note that Noting should be restricted to the minimum. It should be systematic and functional. The following approach could be adopted for noting on various categories of cases.

6.1.7. Routine or Repetitive cases

You will be seeing in all offices lot of routine and repetitive nature of correspondence. In such cases a standard skeleton note should be developed indicating pre-determined points of check. This will not only help the dealing hand to look into all aspects without waste of much time and also without missing any of the points. In respect of other routine cases a fair drat should be put up without any noting

6.1.8. Correspondence handling cases

These cases do not require detailed noting. It would be sufficient if a brief note is recorded indicating the issue and consideration and the suggested action for.

Ex: The Current is a letter from the headquarters asking for information regarding _____ . The information is available from the _____. A draft reply is put up for approval.

6.1.9. Problem solving cases

These are the cases actually dealing with the problems of public or others. Details need to be examined. In these cases, a detailed note will be necessary. Even then the note should be concise and to the point, covering the following aspects:

- i. What is the problem?
- ii. How has it arisen?
- iii. What is the rule, policy or precedent?
- iv. What are the possible solutions?
- v. Which is the best solution? Why?

What will be consequences of the proposed solution?

The points mentioned below should also be useful in such cases

6.1.10. Policy and planning cases

These types of cases would not be large in number in any organization. They would, however, require a thorough examination, particularly because important decisions are to be taken at top management level. A note in such cases should be structured in the following manner

- i. **Problem:** state the problem. How it has arisen what are the critical factors.
- ii. **Additional information:** give additional information to size up the problem. The information would be available on the files and other papers in the section. If sufficient information is not available to enable thorough examination, it should be collected before attempting a note.
- iii. **Rule, policy etc:** The relevant rule position in accordance with the Government orders or Codes and manuals to be brought out clearly as far as it relates to the issue under consideration.
- iv. **Precedents:** Precedent cases having a bearing on the issue under consideration should be put up if there are varying precedents or any precedent differs in certain respects from the case under examination. The difference should be brought out so as to arrive at a correct decision
- v. **Critical analysis:** The case should then be examined on merits answering questions like what are the possible alternative solutions/which is the best solution. It should be ensured that views of other sections etc have been obtained where necessary. Attention should also be paid to other aspects like the financial and other implications, repercussions and the modality of implementing the decisions and the authority competent to take a decision

Concluding para: The concluding para should suggest a course of action for consideration. In cases where a decision is to be taken by higher authority like committee, board etc the point or points on which the decision of such higher authority is sought should be specifically mentioned.

6.1.11. Modifications of notes

- i. Whenever a senior officer finds it necessary to correct or to modify the facts stated in a note put up to him/her, he/she should do so by recording his/her own note giving his/her views on the subject, he/she should not require the note recorded by his/her junior to be modified or replaced.
- ii. Notes recorded on a file should, in no circumstances be pasted over, because pasting over (i) amounts to mutilation of official records and (ii) gives an inelegant look to the file

6.1.12. Oral discussion: Minutes

All points emerging from discussions between two or more Officers in a meeting and the conclusions reached will be recorded as minutes of the meeting. Confirmation of the outcome of the meeting ie.the minutes is to be signed by all the participating officers.

Oral instructions by higher officers: Normally, it is incumbent on the superior officer to give his/her direction in writing regarding the manner of dealing with a case. In some occasions due to paucity of time at the disposal, the instructions have been given orally. The oral instructions thus given may be confirmed in writing at the earliest opportunity. If such instructions are not from the immediate superior, it is to be brought to his/her notice. In case the orders not confirmed in writing at a later date, it is necessary that the person putting up the note should indicate the action taken by him/her on such oral orders and bring it to the competent authority and take his/her post approval.

6.2. File Management

6.2.1. About File Management

In government any paper received is to be treated with care and proper reply communicated since they deal with the needs of the public. They have to be dealt in accordance with rules and not to our whims and fancies. The procedure is that they should be first kept in a file to facilitate a decision on the reply given to him/her.

Objectives:

- State the parts of a file
- Arrange the Note file and Current file
- Describe the procedure for
 - referencing
 - flagging
 - linking of files

6.2.2. What is a File?

File is a collection of papers in a flat file case on a specific subject matter. It has a number for identification purpose. It consists of correspondence portion and notes portion. Correspondence portion contains all currents (incoming written communication) and office copy of outgoing written communications. The process sheet containing the written remarks of the dealing assistant and above for arriving at a decision are filed in the notes portion.

6.2.3. Parts of a File

A file consists two parts i.e. Current file and Note file. Before starting a file whenever a current is received the assistant should carefully go through it and see whether any previous correspondence is available. For this

purpose he/she has to consult both the index and personal register. It is very important. If not checked there is a possibility of treating it as a new case when already there exists a file. This will not only duplicate the work but may cause confusion also. You should remember that before registering the current the study of it should be done. Based on the study you decide whether it is a new case or old case.

6.2.4. Current File -Tagging of currents:

As soon currents are received, the communications relating to new cases should be taken separately and each new case arranged on a flat file. For arrangement of the current file, the first and foremost thing is to punch the current. The purpose is that all papers received in the current file should be neatly tagged together to see that they are at one place and not mis placed. How to punch? In many offices people use the file tags and make holes to the papers with the metal attaches of the tag. In some other places people tear the paper with fingers to attach the tag. Doing like this will spoil the paper and such practices should not be done. The best way is to keep a *single punch* and make holes with it. It is always better that the hole to the paper be made on the left hand side top giving one inch space from the side and top. The purpose of punching the paper is to see that the papers can be turned freely when the file is used. Since all papers are punched at the same place i.e the top corner when the papers are tagged it will be tight bundle.

6.2.5. Fly Leaf

To distinguish the current and note files, a blue fly leaf should be attached to the current file on the top. It should be marked "Current file". Nothing should be written on this fly leaf as it can be removed once the action in the file is completed and used in another file.

6.2.6. Arrangement of papers

All papers in the current file must be arranged in chronological order. The current received first takes the top place in the file. It is to say that papers are arranged in the order of the dates on which they are received. Supposing that you have received four currents in the file on 1.10.2000; 12.12.2000; 3.1.2001 and 5.2.2001, the papers should arranged in the same order. Now on the top of the file, you will have the letter dt.1/10/2000 and the others down. The arrangement is upside down.

If books, maps etc. are received they should be separated from the current and kept separately immediately underneath the current file. They should not be tagged with the current file.

6.2.7. Page Numbering

All the papers in the current file should be numbered in red ink. Both sides of the page should be numbered. Even there is no written matter on the back side of a page it should be numbered. Normally it is found that people give numbers as 1,3,5.... Etc. which is not correct.

6.2.8. Note File

Note file will be separate from the current file. The general principle is that no notes must be written on the currents except in very simple cases. Note must be written on both sides of the paper prescribed for the purpose. What is the prescribed format? The format is of two types:

1. Half margin (margin half of the width of the paper)
2. One third margin (margin one third of the width of the paper)

Why such half of the paper or one third of the paper should be left as margin in the note file?

Half margin

Half margin is used only when the subject dealt with invites marginal comments or orders. i.e. when orders have to be passed on a number of points in a case dealing with revision of rules etc. On subjects like this there may be need for continuous orders on various points. The note file from first to last should be run in the same fashion.

One-third margin

One-third margin is used in all other cases excepting the above. It is also to be continuous from first to last.

Right and Left Margins

Besides the half and one third margins in the note, the margin should be given on the left side of page one and right side on the second page. This is to facilitate stitching the record. Once the file is disposed it is stitched like a book. When this is done if both sides margin is given at the same place some portion of the note will go in to the stitches. By giving margin at left and right sides this is avoided.

Page numbering

Similar to the current file page numbers should be given to all the pages in the note file. The note file and current file are separate and page numbers should be given separately. Unlike in current file, black ink should be used to give page numbers in the note file. The same principle of both side numbering should be followed irrespective of whether the page written or blank.

Para numbering

The file number i.e. the current number is given on the right side top of the note file. Subject and references will be given leaving some space from the margin. We will discuss in detail about subject and reference in the next paragraphs and in module 3 where we will be discussing about noting and drafting.

After the subject and references the office note follows. The Note should be divided into convenient paragraphs and each para should be numbered. This is a continuous number. Even the marginal orders given by the officer should be numbered.

Referencing

Whenever a note is put up, proper referencing should be done. Whether a new case or old case for disposing it you may need some previous references, rules, regulations, Government orders, Codes and manuals etc. Whenever any of these are put up as reference in the file, they should be properly referenced.

6.2.9. Current File/Note File

A reference to every paper in the current i.e. the incoming communication should be noted in the margin of the current with pencil.

Whenever material in the current file or note file of the same file is quoted for reference the page number of the current file, page and para number of the note file should be indicated in pencil in the margin of the note file. No flag should be kept to the current or note file of the same file.

Disposals

Similarly whenever a record file is put up no flag should be kept to the current or note file of the disposal. Only page numbers of current file and para and page number of the disposal indicated.

6.2.10. Stock File

Stock file is the one in which all important orders of the government or the department are stocked subject wise. Whenever stock file is put up for reference, page number of the Government or other order referred to in to note should be indicated in pencil in the margin of the note.

6.2.11. Codes and Manuals

Whenever codes and manuals are put up to support the note page rule number to be indicated in the note and reference made in the margin of the note file showing the page number in which the particular rule is available in the code or manual.

6.2.12. Flagging

Whenever a disposal is kept for reference it should be flagged. For flagging paper fasteners should be used. Attaching flags with pins is not permitted generally. Flags should be indicated in Alphabetical order as A, B,C etc. Care should be taken to see that no alphabet comes second time. Further care should be taken to see that the flags are kept in such a way that catch the eye. Flags should be attached as given below:

Disposals:

Every disposal file put up for reference should be flagged. No flag should be attached to the current or note files of the Disposal. Flag is to be attached to the outer docket of the disposal.

Maps/Statements: Maps and statements should also be flagged.

If number of flags are attached flag A should be kept at the bottom, B above, C on B and so on. Care should be taken to see that one flag does not cover the other flag.

6.2.13. Linking of Files

When it is necessary to refer in one file to another file that has not been disposed of, the two files will be linked. I.e. the file put up for reference will be put up under the other file and the strings of the lower file, not the flaps, will be tied round the upper file. The strings of the upper file will be tied underneath it in a bow out of the way, so that one may not have the trouble of untying and retying two sets of strings. Each file will thus be intact with its note file, current file and reference files, properly arranged on its own pad. The two pads must not be put together at the bottom with the contents of the two files mixed together above them. Files are not to be linked unnecessarily to refer to a paper in one file in order to dispose of the other or when the orders passed on the one will apply to each other.

When files are linked on the top flap it should be indicated as " Linked File". If the main file is put up for orders and the other file or files put up for reference the same should be indicated. Similarly the second file whether it is put up only for reference or also for orders should be indicated on the flap.

6.3 Model of Letter to the Chief Engineer addressed by the Superintending Engineer

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

From
Sri B.E
Superintending Engineer,
Circle, Hyderabad.

To
The Chief Engineer
Minor Irrigation,
Major Irrigation,
Hyderabad.

Lr. No. SE/IC/HYD/DB/TO/F-32 dt:

Sir,

Sub: Canal project – W.B. scheme – Estimate for the work of Excavation of canal from Km 0/0 to Km 5/0 – submitted – sanction Requested – Reg.

Ref: CE, MI Hyderabad Memo No.

* * *

With reference to the Chief Engineers Memo Cited, I here with submit the estimate for the above work for Rs. 5.00 Crores.

The estimate is prepared as per the instructions issued during the inspection of the CE at site and SL Bridge also provided at Km 4.500 by considering the plea of ryots of village.

The report accompanying the estimate will explain the necessity of the provisions made in the estimate.

I request the CE, MI, Hyderabad to kindly accord the technical sanction of the estimate at an early date and communicate copy of sanction estimate early for taking further action.

Encl:

Yours faithfully,

Estimate

Along with plans in triplicate

Superintending Engineer

Circle

Copy to the Executive Engineer....Division, Hyderabad for information and his requested to depute the concerned to the Chief Engineer's office for attending to the remarks if any and for early finalization of the estimate.

Superintending Engineer

6.4. Format of D.O. Letter

O/o Executive Engineer,

Present: Sri. _____

Executive Engineer

Division

D.O. Lr. No. _____ dt:

Dear ____

Sub : Excavation of Canal from Km : " _____ " – Reg.

Ref : (1) T.O Memo No.

(2) T.O Memo No.

(3) T.O Memo No.

* * *

I invite your attention to this office correspondence cited, where in you were requested to submit the report on the above subject within 3 days. But so far you have not submitted the report even after lapse of 3 months.

Hence you are requested to look into the subject personally and see to submit the above particulars through special messengers to this office immediately.

With Best Regards

Yours Sincerely,

To

Sri. _____

Deputy Executive Engineer.

Executive Engineer

6.5. Model of proceeding for sanction of an estimate by the Executive Engineer.

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

Office of the Executive Engineer.
Division, Hyderabad.

Progs. No. EE/ Hyd/ F/ dt:.....

Present: Sir, B.Tech
Executive Engineer.

Sir,

Sub : Estimate for the work of " Technical sanction accorded – Reg.

Ref : 1) Proceedings of the CE/M.I/Hyd/ District collector proceeding No.

2) DEE's Lr. No. dt:-

<<>>

The Chief Engineer, Minor irrigation/District Collector_____ has accorded administrative approval for Rs.8.00 Lakhs vide proceeding No. 1st Cited.

The estimate for the work of conducting detailed investigation of canal from Km 0/0 to Km 5/0 as Submitted by the DEE vide reference cited, is here by sanctioned Technically for Rs. 8.00 Lakhs (Rupees Eight Lakhs Only) and registered as Dr. No. /2010-11 dt:

The expenditure is debitable to "MH 4701 COL on M.I"

The copy of sanctioned estimate is here with enclosed for further guidance.

Encl:- Copy of sanctioned

Estimate – 1 No.

Executive Engineer

Division

Hyderabad

- 1) Copy along with copy of sanctioned estimate submitted to the SE._____ Circle, Hyderabad for favour of kind information & n / a.
- 2) Copy along with copy of sanctioned estimate to the PAO,Hyderabad
- 3) For information & taking n/a.

Copy along with copy of sanctioned estimate to the DAO/AB/Superintend of this office, for information.

Encl:- Copy of sanctioned

Estimate booklet 1 No.

Executive Engineer

Division, Hyderabad.

6.6. Model of Memo. To the DEE from the EE,

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

Office of the Executive Engineer.

Memo No. EE/ / /DB/TO/F / dt

Sir,

Sub: Estimate for the work of "

Ref: Arising

As per the discussions had with the DEE during conference in division office on 16.06.2010 and the DEE is requested to submit the estimate for the above work immediately for taking further action.

This may be treated as most urgent.

To

The DEE
Hyderabad

Executive Engineer
Division

6.7 Model of Estimate Approval

**GOVERNMENT OF ANDHRA PRADESH
IRRIGATION DEPARTMENT**

From

To

Sri.
Deputy Executive Engineer

The Executive Engineer

Lr.No. DEE / _____ /No. dt.

Sir,

Sub:- Estimate for the work of " _____ " Submitted – Reg.

Ref:- (1) EE's Memo No. _____

* * *

With reference to the EE's Memo, I herewith submit the estimate for _____ the above work for Rs. _____/-. The report accompany the estimate will explain the necessity of the estimate.

I request that the estimate may be approved and communicated for taking further necessary action.

Encl: Estimate in Duplicate

Yours Faithfully,
Deputy Executive Engineer

6.8. Model of Purchase Order

IRRIGATION DEPARTMENT

From
Sri
Executive Engineer,
Division.

To
M/s.

Letter No. G-112.IS. Quotation/DB/JTO.1/ Date:

Gentleman,

Sub : Supply of ceiling fans to the Office of the Superintending Engineer, Irrigation circle, Anantapur – Quotation approved – Reg.

Ref : 1) Your quotation dt.
2) Superintending Engineer, Irrigation circle, Anantapur Proc.No.625 M dt. 04.06.2009.

* * *

Your quotation for Supply of ceiling fans to the Office of the Superintending Engineer, Irrigation circle, Anantapur which is approved vide Superintending engineer's proc. No. M dt. . you, are requested to supply the ceiling fans as follows:

S.No.	Description	Qty	Rate	/per	Amount
1.					
2.					
3.					
4.					

(Rupees only)

You are requested to Supply of ceiling fans to the Office of the Superintending Engineer, Irrigation Circle, Anantapur. Necessary bill in duplicate may be sent to the Executive Engineer, Division, for arranging payment.

Yours faithfully,

Executive Engineer, ID.,

Division

Copy submitted to the Superintending Engineer, Irrigation circle, Anantapur with reference to Superintending Engineer proc. No. M dt. . for favour of information.

Copy to the Pay and Account Officer, TBP. HLC. Stage-II, Anantapur for information.

Copy to the Dy. Executive Engineer, Sub-division for necessary action and report.

Executive Engineer, ID.,

IB. division, Anantapur

6.9. MODEL OFFICE NOTE

OFFICE NOTE SUBMITTED TO THE EXECUTIVE ENGINEER

Sub : Supply of material and labour charges for Repairs to Jeep APH 2862 for the year 2009-10 – Quotation approved – Reg.

Ref : 1) Est, Rs. _____ CEI No. 18/09-10
 2) Dy. Executive Engineer, Sub-division, Ir. No., dt.

In the letter 2nd cited above, Sealed quotations and comparative statement were received for supply of spares and repairs to the Diesel Jeep APH 2862 from Deputy Executive Engineer, Sub-Division.

The rates quoted by the firms are as follows:

S.No.	Description of Item	Unit	Rate quoted by M/s.....			Rate quoted by M/s.....			Rate quoted by M/s.....		
			Rate	Per	Amount	Rate	Per	Amount	Rate	Per	Amount

As seen from the above rate quoted by M/s. _____ Anantapur stands lowest. In this connection. It is submitted that there is a provision of Rs.20,000/- towards for supply of materials and repairs to jeep AP. Estimate for the work A.M. of Diesel Jeep APH for the year 2009-10 was sanctioned for Rs____/- vide CEI No. -10. The expenditure is incurred so far is Rs._____on the above and there is a balance amount of Rs._____

The amount of quotation is with in the estimate provision

Request for orders please

Subject to approval of note the work order in favour of M/s._____ is here with put up for approval please.

J.T.O1

T.O.

DAO (W)

E.E.,

6.10. Model of Comparative Statement

Comparative Statement

Name of Work : Annual Maintenance of Jeep for the year 2010-11

Sl.No.	Description of item	Unit	Rates quoted by M/s.			Rates quoted by M/s.			Rates quoted by M/s.			Remarks
			Rate	Per	Amount	Rate	Per	Amount	Rate	Per	Amount	

The lowest rates quoted by M/s.....is approved for Rs..... (Rupees) including all taxes for supply of spares and repairs to Jeep Is accepted.

Executive Engineer

6.12. Model of Memo. To the DEE from the EE for Returning the Estimate.

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

Office of the Executive Engineer.
Division Hyderabad.

Memo No. EE/ / /DB/TO/F /dt:

Sir,

Sub: Estimate for the work of "

Ref: DEE's Lr. No. dt:-

* * *

The Estimate submitted by the Dy. Executive Engineer, in his letter cited, hereby returned with the following remarks.

1) The report accompanying the estimate is not self explanatory about the provisions made in the estimate. The same may be corrected.

2) The quantities are not tallying with the plans the same may be verified once again.

3) The index plan is not appended to the estimate the same may be enclosed.

The DEE is requested to resubmit the estimate duly attending the remarks immediately.

Encl:
Estimate as received

To

The DEE
Hyderabad

Executive Engineer
Division

6.13. FORMAT OF D.O. LETTER

O/o Executive Engineer,
Present: Sri.....
Executive Engineer
.....Division

D.O. Lr. No. **dt:**

Dear

Sub: - Excavation of Canal from Km : "....." – Reg.

Ref: - (1) T.O Memo No.
(2) T.O Memo No.
(3) T.O Memo No.

* * *

I invite your attention to this office correspondence cited, where in you were requested to submit the report on the above subject within 3 days. But so far you have not submitted the report even after lapse of 3 months.

Hence you are requested to look into the subject personally and see to submit the above particulars through special messengers to this office immediately.

With Best Regards

Yours Sincerely,

To
Sri.....
Executive Engineer

Deputy Executive Engineer.

6.14. Lr. From the DEE to EE for submission of estimate:

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

From

To

Sri.....
Dy. Executive Engineer,
Sub division, Hyderabad
Hyderabad.

The Executive Engineer

Lr. No. DEE/ /Hyd/F / dt

Sir,

Sub: Estimate for the work of "....." resubmitted –Reg.

Ref: EE's Memo No.....dt:.....

* * *

With reference to the EE's Memo cited, I herewith resubmit the estimate for the subject work for Rs..... Lakhs duly attending to the remarks as pointed by the EE. Hence, I request the EE to kindly accord technical sanction and communicate the same early.

Yours faithfully,

Encl:
Estimate Along with plan in triplicate

Dy. Executive Engineer
Sub-Division

6.15. Letter to the SE from EE about submission of Estimate

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

From
Sri....., B. Tech
Executive Engineer,
.....Division,
Hyderabad.

To
The Superintending Engineer
Circle, Hyderabad.

Lr. No. EE/ Dn/Hyd/DB/TO/F dt

Sir,

Sub: Canal project – W.B. scheme – Estimate for the work of conducting detailed investigation of canal from Km 0/0 to Km 5/0 – Submitted – Reg.

Ref: 1) Discussions held at review meeting on

* * *

With reference to the Superintending Engineer's Memo cited, and discussions held at review meeting on I here with submit the estimate for the above work for Rs..... Lakhs. The estimate is prepared as per instructions of the Superintending Engineer and rates are worked out as per SSR 2010-11. The report accompanying the estimate will explain the necessity of the provision made in the estimate.

I request the Superintending Engineer to kindly accord the technical sanction for the estimate and call for tenders at circle level for taking of the work for execution.

Encl: Estimate

Yours faithfully,

Along with plan in triplicate

Executive Engineer
Division Hyderabad.
Sub-division, Hyderabad

Copy to the Dy. Executive Engineer

for information and the DEE is requested depute the O/o Superintending Engineer attending early the remarks if any observed by circle office and sanctioning the estimate.

6.16. Model of office note sanction of Estimate by the Executive Engineer

Office note Submitted

EE/ Sir,

Sub: Estimate for the work of conducting the detailed investigation of canal from Km 0/0 to 5/0 – submitted by the DEE for sanction Reg.

Ref: 1) DEE's Lr. No. dt:
2) District Collector,..... Proceeding No.....

* * *

In the reference cited, the DEE has submitted the estimate for the subject work for Rs.8.00 Lakhs for according technical sanction.

In this connection, it is submitted that, the following items are provided in the estimate.

1. Probing of canal alignment
2. Compass survey for alignment
3. Fixing of bench mark stones.
4. Fixing of centre line alignment stones & I.P stones
5. Clearing of light jungle.

The rates for the items provided in the estimate and L.S provision are scrutinized in division office with current SSR of 2010-11

After scrutinizing, the estimate amount works out to Rs.8.00 Lakhs.

As per G.O.Ms.No. dt. Rs..... Administrative approval was accorded by the District Collector..... for Rs..... vide proceedings 2nd Cited. The Executive Engineer is empowered to sanction the estimate upto a value of Rs.10.00 Lakhs

Hence the above estimate is with in the powers of EE for according Technical sanction.

The estimate along with relevant record submitted by the DEE is here with put up for EE's kind perusal and further instructions please.

JTO/ATO

T.O

Executive Engineer

Office Note Continued:

EE/ Sir,

Based on the above instructions of EE, the proceeding for according sanction of the estimate is here with put up for approval. Please

JTO/ATO

T.O

Executive Engineer

6.18. Model of Letter to the Contractor addressed by the Superintending Engineer

GOVERNMENT OF ANDHRA PRADESH

I & CAD Department

From
Sri.....B.E
Superintending Engineer,
Circle, Hyderabad.

To
M/s.....

Lr. No. SE/.....Circle/HYD dt:

Gentle Man,

Sub: Tenders – Tenders or the work “Execution of canal from Km/00 to Km 10/0”– Acceptance
of tender – intimation – Reg.

Ref: 1) This Office tender Notice No. 2 / 2010-11 dt: 10.04.10
2) Your tender dt: 10.05.10
3) Govt. Memo No. dt. 16.06.10.

* * *

Your tender dt.....reference 2nd cited for the work Excavation of canal from Km 0/0 to Km 10/0” for Rs. 10.00 crores (Rupees Ten Crores Only) is accepted at 2.00 % excess on the ECV.

Hence you are requested to attend this office on or before 25/06/10 with the following documents to conclude the agreement.

1. Balance EMD of 1½% on agreement value in the shape of B.G./DD for Rs..... (B.G. in favour of Superintending Engineer or in favour of Executive Engineer and DD in favour of PAO)
2. Rs. 100/- Non-Judicial Bond paper.
3. Rs. 20/- Bond paper Indemnity bond.
4. Insurance policy for the work and labour.
5. 'e' procurement fee for Rs. In shape of DD in favour of APSTS, Hyderabad
6. Staff pattern to the above work.
7. List of machinery with deal
8. Milestones programme
9. Labour License obtained from Labour Department

Yours faithfully,
Superintending Engineer
Circle.....

Copy to the Executive Engineer.....Division, Hyderabad for information and his requested to direct the contractor to the circle office along with above documents immediately for concluding agreement on departmental forms.

Copy submitted to the Chief Engineer Minor Irrigation, Hyderabad for favour of kind information.

7. FARMERS' ORGANIZATIONS

7. Farmers' Organizations

7.1. Farmers Organizations

- 7.1.1. Election process
 - 7.1.2. WUAs made a continuous body:
 - 7.1.3. Functions of Water Users Association for Major, Medium and Minor Irrigation Projects
 - 7.1.4. Objectives of FOs
 - 7.1.5. Classification of Projects
 - 7.1.6. Functions of Distributory Committee in Major Irrigation projects
 - 7.1.7. Functions of Project Committee in Major and Medium Irrigation Projects
 - 7.1.8. Procedure for recall
 - 7.1.9. Filling up of vacancies
 - 7.1.10. General Body
 - 7.1.11. Managing Committee
 - 7.1.12. Competent Authority (CA)
 - 7.1.13. Water Tax Collection & Plough Back
 - 7.1.14. As per GO.MS No 170 plough back proceedings will be issued from the concerned Tahasildar.
- 7.2 సాగునీటి వినియోగదారుల సంఘం యొక్క ఉపసంఘాల విధుల చిత్రం
 - 7.3 పనుల ఉపసంఘం విధులు - బాధ్యతలు
 - 7.4 నిర్వహణ, మరమ్మత్తు పనులు
 - 7.5 అనుబంధము-1: సాంకేతిక మంజూరు - అధికారము
 - 7.6 అనుబంధము-2: పనులకు సంబంధించి యాజమాన్య కమిటీ బాధ్యతలు

7.1. Farmers Organizations

GoAP formalized the involvement of farmers in irrigation system management in the entire State through a statutory provision the Andhra Pradesh Farmer's Management of Irrigation System Act, 1997. The Act stipulated a three-tier structure for "Major irrigation" projects, two tier structure for the "Medium irrigation" projects and single tier for the "Minor irrigation" projects.

The primary level organizations- the Water User Associations are delineated on hydraulic basis and administrative viability. Each WUA so demarcated consists of 12 Territorial Constituencies (TC) in case of major and medium irrigation projects and 6 territorial constituencies in case of minor irrigation projects. The farmers (land owners and tenants) in each of these TC elect one of the farmers to represent the constituency who is known as TC member. All such TC members constitute the Managing Committee of the WUA. The managing committee elects one President and one Vice President among themselves. The Managing Committee also constitutes following four Sub – Committees viz. (i) Work Sub Committee (ii) Financial Sub Committee, (iii) Water Management Sub Committee, and (iv) Capacity Building Sub Committee. for performing functions like regular operations and maintenance, repairs to irrigation channels along with irrigated area assessment and participate in user charges collection.

The Minor irrigation systems, have only one tier of operations i.e., WUAs. In case of medium irrigation projects, there is a two-tier structure, where the Presidents of WUAs constitute the General Body of the next level, which is called Project Committee. The President of medium irrigation Project Committee (PC) is elected by the WUA Presidents. In the case of major irrigation, there is a three-tier system consisting of the WUAs, the Project Committees and the Distributory Committee. WUA Presidents constitute General Body of the next level, which is called as Distributory Committee (DC). The President of DC is elected by the WUA Presidents. The DC Presidents constitute the general body of the Project Committee of major irrigation project and elect the President and Vice President of the Project Committee. The Distributory and Project Committees also have the sub committees as in the case of the WUAs.

7.1.1. Election process

Election of Managing Committee members is one of the critical processes empowering the Farmers Organizations to take up management functions.

Key issues

Election Authority vis-à-vis administrative authority

1. WUAs made continuous bodies
2. Election dates fixed for every second year
3. WUA, DC and PC term made coterminous for entire state

7.1.2. WUAs made a continuous body:

The first measure undertaken was making WUA a continuous body. This was done in 2003 through an amendment to the APFMIS Act. The intent of making the FOs a continuous body was formalized by providing that one third of the TC members would retire every second year and Managing Committees of WUA, DC and PC would be reconstituted every two years. Thus the term of each President and Vice President is two years. This provision eliminated the discretion of state government in deciding whether to conduct elections or not after the expiry of the terms. It also resulted in more accountability from the FO office bearers, as they need to seek reelection after every two years instead of five years as specified earlier.

7.1.3. Objectives of FOs

- To promote the and secure distribution of water among its users, adequate maintenance of the irrigation system,

- Preparation and Implementation of Participatory Action Plan;
- Sustain enhanced irrigation performance through Water Use Efficiency;
- Regular O&M for sustainable irrigation performance;
- Adequate attention to agricultural production per unit of water;
- A sense of ownership of water resources to promote efficient use among the users

7.1.4. Classification of Projects

Project	Ayacut Area
Major	More than 25000 acres
Mediums	Between 5000 to 25000 Acres
Minor	Below 5000 to Acres

7.1.5. Functions of Water Users Association for Major, Medium and Minor Irrigation Projects

- To prepare and implement a warabandi schedule for each irrigation season, consistent with the operational plan, based upon the entitlement, area, soil and cropping pattern as approved by the Distributory Committee, or as the case may be, the Project Committee;
- to prepare a plan for the maintenance of irrigation system in the area of its operation at the end of each crop season
- to regulate the use of water among the various pipe outlets under its area of operation according to the warabandi schedule of the system
- To promote economy in the use of water allocated;
- To assist the Revenue Department in the preparation of demand and collection of water rates
- to monitor flow of water for irrigation; to resolve the disputes, if any, between the members and water users in its area of operation;
- to raise resources, maintain accounts , annual audit of accounts and other records as may be prescribed
- to abide by the decisions of the Distributory and Project Committees;
- to conduct General Body Meetings and monthly managing committee meetings , as may be prescribed

7.1.6. Functions of Distributory Committee in Major Irrigation projects

The Distributory Committee shall perform the following functions namely

- to prepare an operational plan based on its entitlement, area, soil, cropping pattern at the beginning of each irrigation season, consistent with the operational plan prepared by the Project Committee;
- to prepare a plan for the maintenance of both distributaries and medium drains within its area of operation at the end of each crop seasons and execute the maintenance works with the funds of the committee from time to time
- to regulate the use of water among the various Water Users Associations under its area of operation and resolve disputes, if any, between the Water Users Associations in its area of operation;
- to maintain an inventory of the irrigation system in the area of its operation, including drains;
- to monitor the flow of water for irrigation;
- to raise resources, maintain accounts , annual audit of accounts and other records as may be prescribed
- to abide by the decisions of the Project Committees;

- to conduct General Body Meetings and monthly managing committee meetings , as may be prescribed

7.1.7. Functions of Project Committee in Major and Medium Irrigation Projects

The Project Committee shall perform the following functions

- to approve an operational plan based on its entitlement, area, soil, cropping pattern as prepared by the Competent Authority in respect of the entire project area at the beginning of each irrigation season;
- to approve a plan for the maintenance of irrigation system including the major drains within its area of operation at the end of each crop season and execute the maintenance works with the funds of the committee from time to time
- to maintain a list of the Distributory Committees and Water Users Associations in its area of operation
- to resolve disputes if any, between the Distributory Committees; to promote economy in the use of water
- to maintain an inventory of the irrigation system in the area of its operation, including drains;
- to monitor the flow of water for irrigation;
- to raise resources, maintain accounts , annual audit of accounts and other records as may be prescribed
- to cause regular water budgeting and also the periodical social audit as may be prescribed

7.1.8. Procedure for recall

- A motion for recall of *a Chairman or Vice-Chairman or President or Vice-President]* or a member of a Managing Committee, as the case may be, of a Farmers Organisation may be made by giving a written notice *[as may be prescribed, to the Competent Authority (Engineering) of the respective Farmers Organisation]* signed by not less than one-third of the total number of members of the Farmers Organisation, who are entitled to vote, Provided that no notice of motion under this Section shall be made within one year of the date of assumption of office by the
- Special General Body meeting is required for approval.
- Minimum number of members required for EGB.
 - WUA 50 %
 - DC & PC 75%
- Recall resolution will be approved with support of majority members.
- Removed from the post by the written orders of Competent Authority.

7.1.9. Filling up of vacancies

- The Casual Vacancy of President / Chairman arisen due to resignation (or) recall (or) removal (or) death is to be filled by the Vice President / Vice – Chairman.
- Managing committee will nominate one MC member for joint operation of WUA account.
- The casual vacancy of Vice- President / Vice- Chairman is to be filled through nomination of one Managing Committee member by the MC.
- The casual vacancy of TC member is to be filled through nomination of one farmer from that Territorial Constituency by the MC.
- The nominated persons will continue till the casual vacancies are filled by election.

7.1.10. General Body

- **Water Users Association**

All water users in the Association with and without having voting rights.

- **Distributory Committee**

All the presidents of the Water Users Associations in the Distributory area.

- **Project Committee**

- In Major Irrigation Systems all the Presidents of the Distributory committees in Project Area.
- In Medium Irrigation Systems all the President of the Water Users Associations in the Project area.

7.1.11. MANAGING COMMITTEE

- **Water Users Association**

- President, Vice-President and TC members (with voting rights).
- Two members nominated by the Gram Panchayat of whom one shall be a woman (without voting rights). (Minor Irrigation only)

- **Distributory Committee**

- President, Vice-president and all members of General body of MC (with voting rights).
- All presidents of the Mandal Parishads within the Distributory area nominated by the District Collector (without voting rights).

- **Project Committee**

- In Major irrigation project committee Chairman, Vice-Chairman and all members of General Body of MC (with voting rights)
- In Medium Irrigation Project Committee Chairman, Vice-Chairman and all members of General Body of MC (with voting rights)

7.1.12. Competent Authority (CA)

S.No	Name of FO	Competent Authority
1	WUA	AEE/AE
2	DC	DEE/DE
3	PC	EE

7.1.13. Water Tax Collection & Plough Back

Mandal Tahalsidar will send DCB statements to the WUA & EE.

Rates of Water Tax as per Act No.11 of 1988 (Section-3)

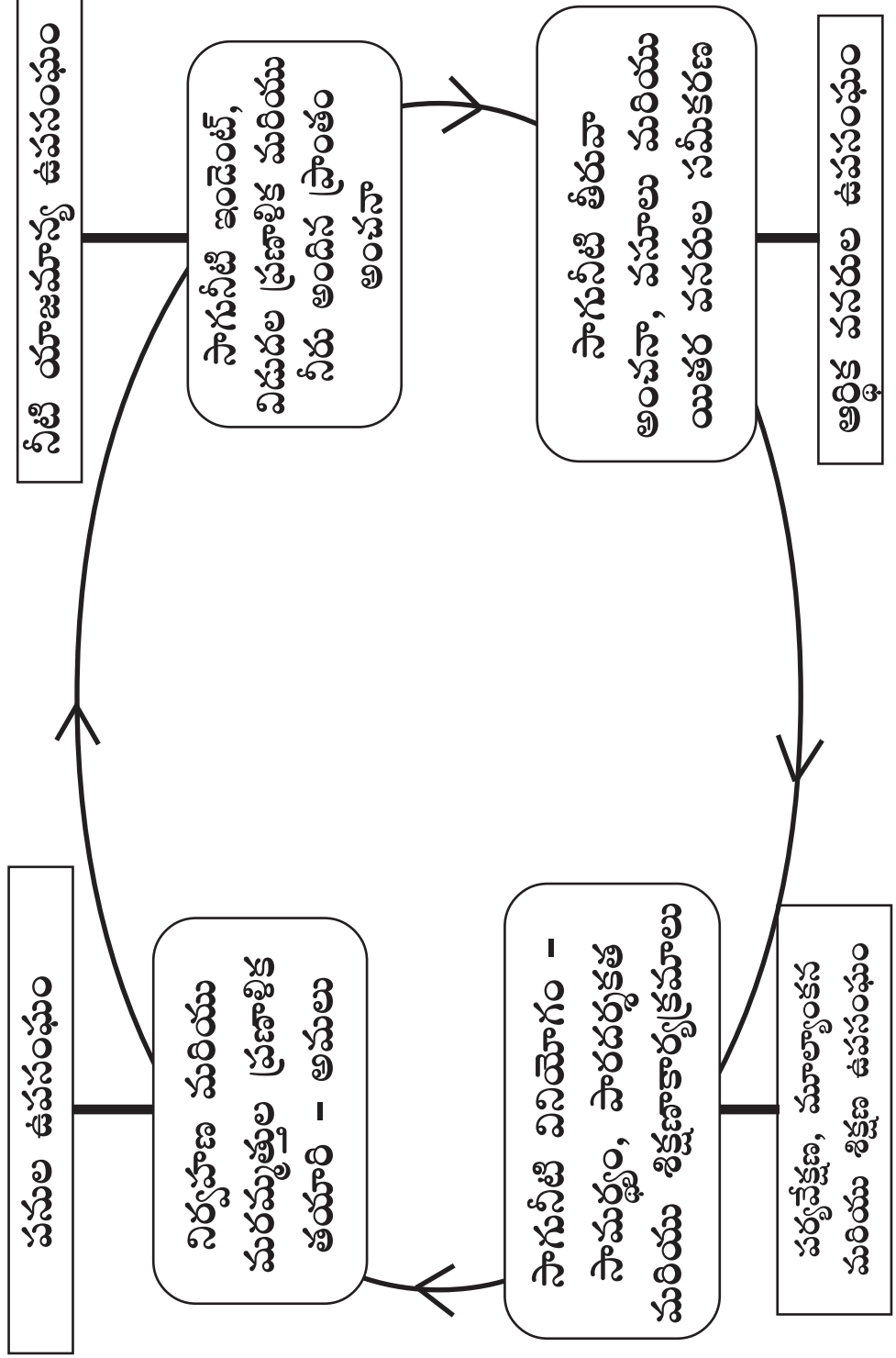
S.No	Nature of Crop	Rates of Water Tax per acre in respect of Water Source under	
		Category-II (Major & Medium)	Category- II (Minor)
1	First or Single Wet Crop	200.00	100.00
2	Second and Third Wet Crop	150.00	100.00
3	First Crop Irrigated Dry	100.00	60.00
4	Second and Third Crop Irrigated Dry	100.00	60.00
5	Dufasal Crop in Fasli Year	350.00	350.00
6	Aqua-culture per year	500.00	500.00

7.1.14. As per GO.MS No 170 plough back proceedings will be issued from the concerned Tahasildar.

Sector	Allocation						
	WUAs		D.Cs		P.Cs		G.P.
	Works	Admn.	Works	Admn.	Works	Admn.	
Major	50%	10%	15%	5%	14%	1%	5%
Medium	50%	10%			30%	5%	5%
Minor	80%	10%					10%

Based on the Tahasildar proceedings concerned Executive Engineer will give indent for release of LOC (Letter of Credit) to the Chief Engineer/ Commissioner CADA through concerned SEs.

7.2. సాగునీటి వినియోగదారుల సంఘం యొక్క ఉపసంఘాల విధుల చిత్రం



7.3. పనుల ఉపసంఘం: విధులు-బాధ్యతలు

- యాజమాన్య కమిటీ నుండి ప్రాధాన్యీకరించిన (prioritized) పనుల జాబితా తీసుకోవాలి.
- సమర్థ ప్రాధికారి (CA) తో కలిసి ప్రాధాన్యతననుసరించి (prioritized) పనులకు పక్షం రోజులలో అంచనాలను రూపొందించడం (హైడ్రాలిక్ వివరాలననుసరించి మరియు ఆ సంవత్సరపు షెడ్యూల్ ఆఫ్ రేట్లు (SSR) ఆధారంగా అంచనాలను తయారు చేయాలి).
- పరిపాలక అనుమతి (Administrative Approval) కొరకు పనుల అంచనాలను యాజమాన్య కమిటీకి సిఫారసు (recommend) చేయడం.
- నిర్ధారించిన (Approved) పనుల నిర్వహణను పర్యవేక్షించి, నాణ్యత నియంత్రణ ఉండేలా చూడడం
- చేసిన పనులకు కొలతల రికార్డు చేయుటకు ఏర్పాటు చేయడం
- చేసిన పనికి చెల్లింపులను ఆమోదించడం

(ఈ పనిని సమర్థవంతంగా నిర్వహించడానికి పనుల ఉపసంఘానికి అంచనాల తయారీ, కొలతలు మరియు నాణ్యత నియంత్రణలపై పూర్తిస్థాయి శిక్షణలు అవసరం. అట్టి శిక్షణలను తదుపరి ఇవ్వడానికి వాలంటరీ, కాదా ఆమోదంతో చేపడుతుంది).

7.4. నిర్వహణ మరమ్మత్తు పనులు

అ. పనుల రకాలు:

నీటిపారుదల వ్యవస్థలో చేపట్టే పనులు మూడు రకాలుగా వుంటాయి. అవి:

A. సాధారణ నిర్వహణ, మరమ్మత్తు పనులు (Normal O&M Works)

- పూడిక తీయడం
- కలుపు తొలగింపు (కాలువలలో గుర్రపుడెక్క తూటికాడ మొ||గునవి)
- గట్ల మరమ్మత్తు
- రివెట్‌మెంట్
- షట్టర్ల రిపేరు
- రాతికట్టడానికి మరియు లైనింగు రిపేర్లు
- షట్టర్ల స్క్రాప్ గేర్లను శుభ్రపరచడం, గ్రీజు పెట్టడం
- హాయిస్ట్ మరియు గేట్లకు పెయింటింగు
- అత్యవసరమైన గండ్లు పూడ్చడం
- తనిఖీ మార్గాల (Inspection Path) నిర్వహణ

B. పునరుద్ధరణ (Rehabilitation Works)

- తూముల పునర్నిర్మాణము
- డ్రాపు / రెగ్యులేటర్ల పునర్నిర్మాణము / మరమ్మత్తులు
- నీటిని కొలిచే సాధనాల ఏర్పాటు, పునర్నిర్మాణం
- నీటి పారుదల వ్యవస్థ పునరుద్ధరణ

C. కొత్త పనులు (Original Works)

- సాగునీటి వ్యవస్థ ఆధునీకరణ
- వ్యవస్థ మెరుగు పరచడానికి చేపట్టే ఇతరత్రా పనులు

ఆ. అమలు బాధ్యత:

రైతు సంఘాలు (A) కేటగిరీ మరియు (B) కేటగిరీలో రూ.5.00 లక్షల వరకు గల పనులను వారే చేయాలి. దీనికి గాను తగిన సాంకేతిక పర్యవేక్షణ నీటిపారుదల శాఖ అందిస్తుంది. రూ.5.00 లక్షల కంటే మించిన పనులను నీటి పారుదల శాఖ టెండర్ ప్రక్రియ లేదా ప్రభుత్వ ఉత్తర్వుల అనుసారం చేపడుతుంది.

కేటగిరి (C) లోని పనులను నీటిపారుదల శాఖ మాత్రమే చేపడుతుంది. దీనికై ఆ శాఖ టెండరు ప్రక్రియ లేదా ప్రభుత్వ ఉత్తర్వులను అనుసరిస్తుంది.

సాంకేతిక మంజూరికై వివిధస్థాయి అధికారుల మంజూరి అధికారాల వివరాలు అనుబంధం-1లో ఇవ్వబడినవి.

ఇ. పనుల గుర్తింపు ప్రక్రియ:

- పనుల ఉపసంఘం, పనుల గుర్తింపులో యాజమాన్య కమిటీతో కలిసి పనిచేస్తుంది.
- ప్రతి సీజను ప్రారంభమవడానికి ముందు రైతు సంఘాల యాజమాన్య కమిటీ సభ్యులు మరియు సంబంధిత సమర్థ ప్రాధికారి, భాగస్వామ్య పద్ధతిలో, నీటిపారుదల వ్యవస్థ స్థితిని కాలినడకన (Walk through) క్షుణ్ణంగా పరిశీలించే పనిని చేపట్టాలి.
- రైతు సంఘం నీటి పారుదల వ్యవస్థలోని ప్రతి కట్టడాన్ని పరిశీలించి దాని పరిస్థితిని నమోదు చేయాలి.
- రైతు సంఘాలు తమ పరిధిలోని నీటి పారుదల వ్యవస్థలో అత్యవసర మరమ్మత్తులు, ఆవశ్యకమైన క్లిష్టమైన విభాగాలు గుర్తించాలి.
- సమర్థ ప్రాధికారి సహాయంతో చేపట్టవలసిన పనుల సమగ్ర జాబితా తయారుచేయాలి.

- పై జాబితాను రైతుసంఘపు యాజమాన్య కమిటీ ప్రాధాన్యీకరించి పనుల ఉప సంఘానికి తీర్మానం ద్వారా పంపాలి. (తీర్మానం నమూన 8వ పేజిలో జతచేయడమైనది.)
- కాలువ వ్యవస్థ నిర్వహణ, మరమ్మతు పనుల గుర్తింపు నమూనా అనుబంధం-2లో ఇవ్వబడింది.

ఈ. అంచనాల తయారీ:

పనుల ఉపసంఘం ఈ క్రింది బాధ్యత కలిగి ఉంటుంది.

- మేనేజింగ్ కమిటీ వారు (ప్రాధాన్యతా క్రమం ప్రకారం)గుర్తించి ఇచ్చిన పనుల జాబితా పొందాలి.
- సమర్థ ప్రాధికారి సహాయంతో అట్టి పనులకు అంచనాలు తయారు చేయించాలి (హైడ్రాలిక్ వివరాలు మరియు ఆ సంవత్సరపు (SSR) ఆధారంగా)
- అట్టి అంచనాలను పక్షం రోజుల్లో తయారు చేయించాలి.
- తయారు చేసిన అంచనాలను పరిపాలనాపరమైన ఆమోదం కొరకు మేనేజింగ్ కమిటీకి అందించాలి (దాని ఆధారంగా మేనేజింగ్ కమిటీచే పరిపాలక ఆమోదము మరియు సంబంధిత ఇంజనీరు గారిచే సాంకేతిక ఆమోదాలు ఇవ్వబడతాయి)
- అంచనాలు రూపొందించి తీర్మానంద్వారా యాజమాన్య కమిటీకి తదుపరి చర్యల నిమిత్తము సమర్పించవలెను (నమూన తీర్మానం 9వ పేజిలో జతచేయడమైనది)
- పనుల ఉపసంఘం తమ పరిధిలో జరుగుతున్న పనులను పర్యవేక్షించి ఆ పనులు మంజూరైన అంచనా ప్రకారం, జరుగుతున్నాయో లేదో గమనించాలి. నాణ్యతాపరంగా కూడా మంజూరు ప్రకారం పని జరుగుతుందా లేదా గమనించాలి.
- గమనించిన విషయాలను యాజమాన్య కమిటీ దృష్టికి తీసుకురావాలి.

- నీటి వినియోగదారుల సంఘం చెల్లించవలసిన పనుల తాలుకా బిల్లులను పనుల ఉపసంఘం సిఫార్సు కోసం తీర్మానం ద్వారా పంపించాలి. (నమూనా తీర్మానం 10వ పేజిలో జతచేయడమైనది)
- నీటి వినియోగదారుల సంఘం పంపించిన బిల్లులను పనుల ఉపసంఘం సమావేశములో చర్చించి తీర్మానం ద్వారా బిల్లుల చెల్లింపునకు యాజమాన్య కమిటీకి సిఫార్సుచేయాలి. (నమూనా తీర్మానం 11వ పేజిలో జతచేయడమైనది)
- దీనికై తగిన తీర్మానం చేసి చెల్లింపునకు యాజమాన్య కమిటీకి సమర్పించవలెను.
- బిల్లుల చెల్లింపు అవసరాన్ని బట్టి పనుల ఉపసంఘం తమ సమావేశాలను ఏర్పాటు చేసుకోవాలి.
- చెల్లింపుకు సిఫారసు చేసిన పనుల బిల్లుల వివరాలను ఒక రిజిస్టరులో వ్రాసి నిర్వహించాలి.
- ఉపసంఘం 'మినిట్సుబుక్' వ్రాసి నిర్వహించాలి.
- ఉపసంఘం తాము తయారుచేసి యాజమాన్య కమిటీకి సమర్పించిన పనుల అంచనా వివరాలను తమ రిజిస్టరులో వ్రాసుకొని ఉంచుకోవాలి.

7.5 అనుబంధము - 1

సాంకేతిక మంజూరు - అభికారము

A&B కేటగిలీ పనులు

కార్యనిర్వాహక ఇంజనీరు	రూ.10 లక్షల వరకు
పర్యవేక్షక ఇంజనీరు	రూ.10 నుండి 50 లక్షల వరకు
ముఖ్య ఇంజనీరు	రూ.50 లక్షలకు మించి

C కేటగిలీ పనులు

పర్యవేక్షక ఇంజనీరు	రూ.3 లక్షల వరకు
ముఖ్య ఇంజనీరు	రూ.10 లక్షల వరకు

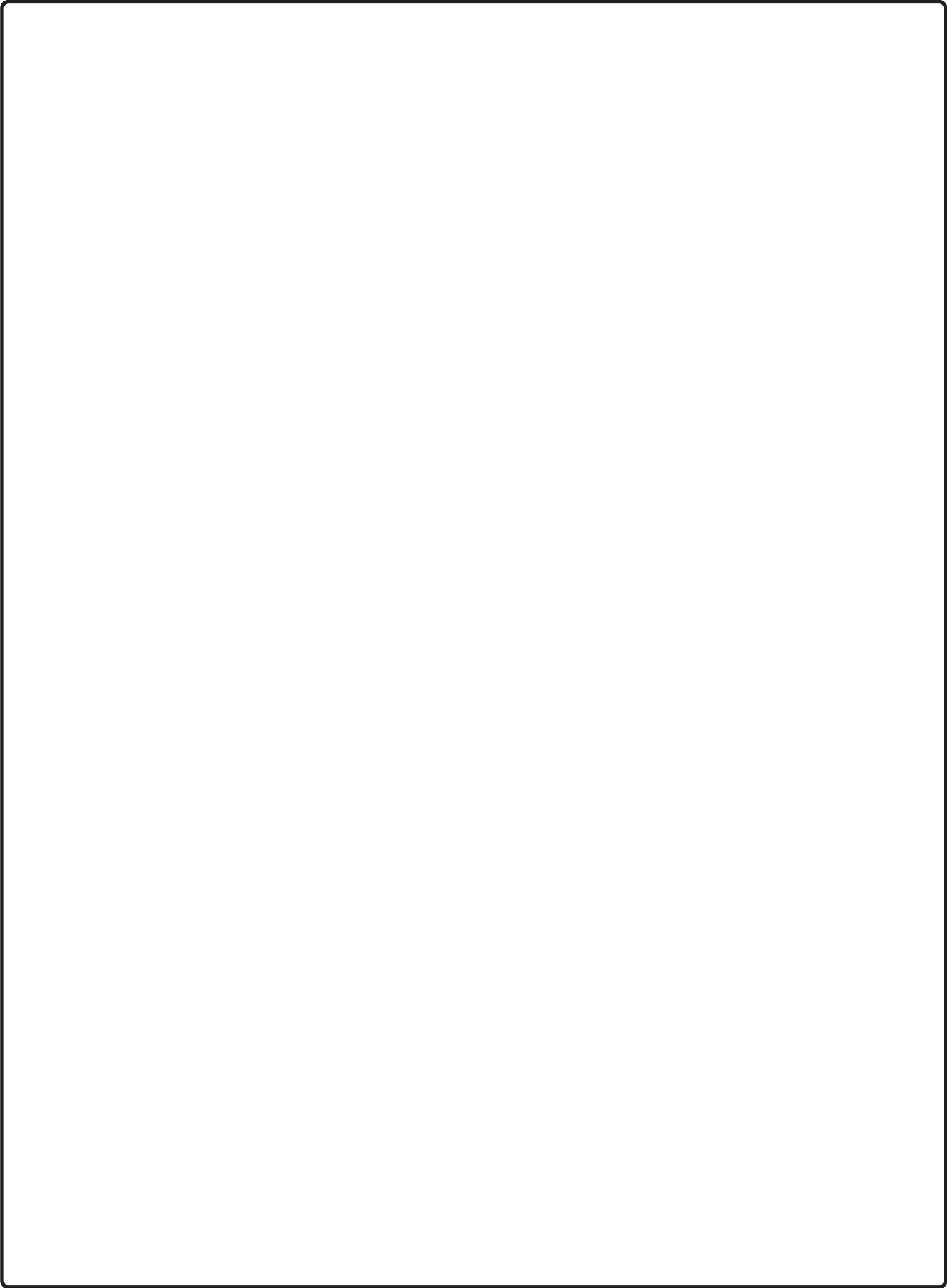
- గమనిక: 1. సాంకేతిక అనుమతి విలువ పరిపాలన ఆమోదపు విలువకు మించరాదు.
2. పరిపాలన ఆమోదము ఆయా నీటి వినియోగదారుల సంఘాలు మాత్రమే ఇవ్వాలి.

7.6 అనుబంధము - 2

పనులకు సంబంధించి యాజమాన్య కమిటీ బాధ్యతలు

- కార్యాచరణ ప్రణాళికను తయారు చేసే తేదీ నిర్ణయించడం
- వాక్త్రూ సర్వే నిర్వహించడం
- గుర్తించిన పనుల ప్రాధాన్యతా క్రమం నిర్ణయించడం
- పనుల ఉపసంఘం సమర్పించిన పనుల అంచనాలకు పరిపాలన ఆమోదం ఇవ్వడం
- సంబంధిత నీటిపారుదల ఇంజనీరు నుండి సాంకేతిక అనుమతి పొందడం
- సంబంధిత నీటి పారుదల శాఖ అధికారులతో పనులకు సంబంధించిన ఒప్పందం కుదుర్చుకోవడం
- చేపట్టదలచిన పనుల జాబితాను రైతు సంఘం కార్యాలయములో, ఆ ప్రాంతంలోని ఇతర బహిరంగ ప్రదేశాలలోను, సంస్థలలోను ప్రదర్శించడం ద్వారా ఆ జాబితాలకు విస్తృత ప్రచారం ఇవ్వాలి.
- జాబితాలతో పాటుగా పనులు, అంచనావిలువలు, నిర్వహణా విధానానికి సంబంధించిన ఇతర వివరాలు కూడా విస్తృత ప్రచారం ఇవ్వాలి.
- సాగునీటి వ్యవస్థ యొక్క రూపొందించిన (Designed) హైడ్రాలిక్ వివరాల కనుగుణంగా మాత్రమే పనులు చేపట్టాలి (ఈ విషయంలో ఉల్లంఘన జరిగితే చట్టంలోని 23వ విభాగం క్రింద మరియు ఆ చట్టం క్రింద రూపొందించిన నిబంధనలను సరించి రైతుసంఘంపై చర్యలు తీసుకోబడును)
- పనులకు సంబంధించిన ప్రణాళిక తయారీ, మంజూరీ మరియు అమలు వివరాలను సంబంధిత రిజిస్ట్రల్లో నమోదు చేసి నిర్వహించాలి.
- అట్టి రికార్డులను ఏ సభ్యుడైనా (రైతు) చూడదల్చుకొన్న టైతే రైతుసంఘం నిర్ణయించిన రుసుమును చెల్లించిన మీదట అట్టి రికార్డును అడిగిన సభ్యునికి చూపించాలి.

- వ్యక్తిగతంగా పనులు చేపట్టరాదు.
- నిర్వహణ పనులు సంఘమే చేపట్టాలి.
- పనుల వివరాలు మరియు లబ్ధి పొందినవారి వివరాలు సామాజిక తనిఖీకై బోర్డుపై రాయించాలి.
- పనుల ఉపసంఘం పనులను పర్యవేక్షించేలా చూడడం.
- పనుల ఉపసంఘం ఆమోదించి పంపిన బిల్లులకు సకాలంలో చెల్లింపులయ్యేలా చూడాలి.
- పనుల ఉపసంఘం ఆమోదించిన బిల్లుల చెల్లింపులు రూ. 1,000/- లోపు ఉంటే నగదు ద్వారా, రూ. 1,000/- దాటితే చెక్కు ద్వారా చెల్లించాలి.
- చెల్లింపులన్నింటినీ నగదు పుస్తకంలో తేదీవారీగా రికార్డు చేయాలి.
- పనుల నిర్వహణ, ఖర్చు అంచనాలకు లోబడి ఉండాలి.
- యాజమాన్య కమిటీ తయారు చేయవలసిన ప్రణాళికలను, అమలు వివరములను అనుబంధం 3ఎ, 3బి, 3సి లలో ఇవ్వడమైనది.



8. LAND ACQUISITION AND R&R POLICY

8. Land Acquisition and R&R Policy

8.1 Land Acquisition

- 8.1.1. Land Acquisition Act 1894
- 8.1.2. Requisition
- 8.1.3. Certain important provisions
- 8.1.4. Ingredients
- 8.1.5. Reconveyance of land acquired

8.2. Sample letter to the Tahasildar on deputation of surveyor

8.3. Sample letter to the Tahasildar on Land plan schedules

8.4 Resettlement & Rehabilitation (RR) Policy of Andhra Pradesh.

- 8.4.1. G.O.Ms.No.68 (Rehabilitation and Resettlement (R&R) Policy)

8.1 Land Acquisition

To Construct an Irrigation project to excavate any Irrigation channel or any structure some Land is required for this some Land is to be acquired. During detailed investigation and preparation of estimate the land required for different purposes has to be assessed and total extent will be calculated and the provision towards Land acquisition is to be made in the estimate. If it is a poramboke, Government Land or D-form pattas it is not necessary to pay the compensation. If it is a patta land the provision of land acquisition is to be made in the detailed estimate duly obtaining the land cost from the Sub-Registrar of the concerned area. After sanction of the estimate and fixing up the agency and before starting of the work Land Acquisition proposals are to be sent to the concerned Tahasildar duly conducting Joint survey with the concerned Revenue Authority and by the Department.

The proposals are to be sent with Land plan schedules duly demarcating the land required and FMB sketches and in proforma I & II. After the proposals the Tahsildar is to be informed to depute the concerned surveyor to conduct Joint inspection along with Irrigation staff to fix up the land boundaries and the peg mark entire area to be acquired. Then the Revenue authorities are to be pursued to approve Draft Notice and Draft Declaration proposals and P.V. Statements for obtaining the funds from the Government for payment to the land owners. This entire correspondence has to be dealt with JTO/ATO/TO from the division.

8.1.1. Land Acquisition Act 1894

This Act may be called the Andhra Pradesh Irrigation Utilization and Command Area Development Act, 1984.

As Per Government Memo No: 12258/TGP-2/2004-1 Dated 6.7.2004 –important features of Land Acquisition act 1894.

Objective of Act –

- Empowers Government to acquire private land only for public purpose or a company.
- Redetermination of compensation on the basis of the award of the Court U/s 28-A.
- Withdrawal of Land Acquisition Proceedings.
- Re conveyance of land acquired.

8.1.2. Requisition

- Land Plans shall be supplied by Requisition Department.
- Peg marking to be done by Requisition Dept.,
- Requisition shall be in Form No.1
- Joint inspection with Requisition Department, land owners and record proceedings about features of land, trees, structures etc.,
- Topes and structures to be video graphed

8.1.3. Certain important provisions

- Article 300-A of the Constitution of India stipulates that no person shall be deprived of his property except by authority of law.
- State derives power to acquire private lands for public purpose under L.A. Act, 1894 through Eminent Domain.
- Article 31-A lays down that no law providing for acquisition of lands shall be deemed to be void subject to payment of compensation which is not less than the market value.
- Central Amendment Act, 1984 brought out several liberalized measures which are landholder friendly.
- Important among them are : Fixation of time frames – one year from D.N. to DD and two years from D.D. to award.
- Approval of Award by Collector / Government Enhancement of solatium from 15% to 30%.
- Additional Market value of 12%
- Enhancement of interest rates to 9% and 15%.
- Consent award U/s 11(2).

- Redetermination of compensation U/s 28-A.
- D.N. indicates intention of Government to acquire, empowers LAOs and staff to enter into the land and crucial for determination of market value.
- 5-A enquiry meant for considering objections for acquisition etc.,
- D.D. U/s 6 indicates Governments' decision for acquiring the land.
- Publication of award enquiry notice U/s 9(1) and 10 and service of individual notices U/s 9(3) and 10 mandatory for conducting award enquiry and passing award.
- 15 days clear interval for service of award enquiry notices and conduct of award enquiry.
- Award once passed and filed can not be changed even by Government
- Market value means the value at which the property can be sold in the market.
- Sale transactions during 3 years prior to publication of D.N. to be taken into account for fixation of market value.
- Passing of normal award U/s 11(1).
- Consent award U/s 11 (2)
- Separate award for different interests in the same land not to be passed.
- Award shall necessarily consist of true area of land, compensation and apportionment.
- Normally, possession of land to be taken after passing award (Sec. 16)
- In case urgency clause invoked U/s 17(1) and (4), possession can be taken after D.N. and D.D. and 15 days after publication of notice U/s 9(1) and 10, duly making payment of 80% of estimated amount of compensation.
- After passing award, notices to persons interested to be issued U/s 12(2) for receiving compensation.
- Persons aggrieved may file claims for reference U/s 18 to Civil Court seeking enhancement of compensation within (2) months from the date of service of notice.
- Redetermination of compensation U/s 28-A.
- In case civil court enhances compensation, persons interested in other lands covered by same notification, if aggrieved by Collectors' award may seek re-determination of compensation within three months from Court's award

8.1.4. Ingredients

- Application to be made to Collector within 3 months from the date of Court's award.
- Applicant to be a person interested.
- Applicant should not have made claim U/s 18.
- Applicant to make only one application U/s 28-A.

- Section 28-A applies to only Civil Court order and not to appellate Court orders.
- On receipt of application Collector to conduct enquiry and make an award determining compensation.
- Person not accepting Collector's award U/s 28-A may file application U/s 18 for reference to Civil Court.
- When State filed appeal on enhancement re-determination U/s 28-A to be awaited.
- Withdrawal from acquisition
- Government at liberty to withdraw from acquisition of any land of which possession not taken (Section 48(1)).
- In such cases, compensation towards, damages payable (Section 48 (2)).
- Governments alone are competent to withdraw from acquisition.

8.1.5. Reconveyance of land acquired

- Land once acquired for public purpose and vested with Government not to be reconvened to original owner if it is not required for the purpose acquired.
- Shall be utilized for any other public purpose or auctioned and the amount obtained to be utilized for a public purpose. (Supreme Court's verdict 1996(6) Sec. 405)
- Para 32 of BSO. 90 : Provision relating to reconveyance deleted vide G.O. Ms. No. 783 Rev. (LA) Dept. dt. 9-10-1998.

8.2. Sample letter to the Tahasildar on deputation of surveyor

Irrigation Department

From: Sri.....
Execution Engineer,
Division

To
The Tahsildar,
.....Mandal,
.....District.

F \ DB\JTO \ LrNo. dt.

Sir,

Sub:-district.....LA for the work of Near..... Mandal..... District
deputation of surveyor- Reg.

Ref:- T.O.lr.No.....dt.....

* * *

I invite a reference to the letter No. cited, where in Land Acquisition proposals were sent to you. The contractor has started the work and the land is to be acquired urgently. I request you to depute concerned surveyor for Joint Inspection and to peg mark the entire area of acquisition immediately.

Early action in the matter is requested.

Yours faithfully,

Executive Engineer

Copy to the District Collector.....in continuation of this office letter No.....dated.....for
information and with a request to instruct the Tahsildar to finalise the proposals early.

Copy to Revenue Divisional Officer..... in continuation of this office letter No..... dated.....for information
and instruct the Tahsildar to finalise the above L.A immediately

Executive Engineer

Copy to the DEE, Sub-division and in continuation of this office letter No.....dated.....for
information and he is requested to contact with Tahasildar and see that the above L.A. proposals are to be
finalized immediately

Executive Engineer

8.3. Sample letter to the Tahasildar on Land plan schedules

Irrigation Department

From:

Sri.....
Execution Engineer,
Division

To

The Tahsildar,
.....Mandal,
.....District.

F \ DB\JTO \ LrNo. dt.

Sir,

Sub:- ATP District- L.A. – LA for the work of formation of a new near..... mandal District
land plan schedules - Reg.

Ref:-

* * *

It is proposed to construct a new near..... mandal. I here with enclose the Land plan schedules
along with proforma I & II. I request you to finalize the above proposals early so as to avoid any hindrance
to work.

Your's Faithfully,
Executive Engineer

Encl: Land plan Schedules along with proforma -I & II

Copy to the District Collector.....for information

Copy to the Revenue Divisional Officer for information and with request to issue measures
instructions considered to the Tahsildar to finalize the above L.A. proposals early.

Executive Engineer

Copy to the DEE, Sub-division He is requested to pursue the matter with Revenue Authorities and finalize the
proposals early.

Executive Engineer

8.4 Resettlement & Rehabilitation Policy of Andhra Pradesh.

Compulsory acquisition of Land for public purpose including infrastructure projects displaces people from their homes, land and / or their means of livelihood. Apart from depriving them of their land, livelihood and resources base, displacement has other psychological, social and cultural consequences as well. The Government recognize the need to minimize large-scale displacement to the extent possible and where displacement is inevitable, the need to address the issue of displacement with utmost care, human touch and forethought. Such an approach is especially necessary in respect of tribal, small and marginal farmers.

The Government of Andhra Pradesh has put in place the State R&R policy, 2005 vide G.O.Ms.No.68, Irrigation & CAD (PW) Department dated 8.4.05 with the following objectives:

1. To minimize displacement by identifying non displacing or least displacing alternatives;
2. To plan the resettlement and rehabilitation of Project Affected Families and Displaced Families including special needs of Tribals and vulnerable sections;
3. To provide better standard of living to PAFs/PDFs and ;
4. To facilitate harmonious relationship between the requiring body and PAFs through mutual co-operation.

Although the policy is in place, effective implementation of R&R would require sensitivity, empathy, transparency and concern towards the needs of the affected people.

The Resettlement & Rehabilitation of the Projects has acquired monumental proportions during the recent years especially in view of large number of irrigation projects taken up as part of Jalayagnam.

After sanction of the Project, Government issues notification for the Project Affected Zone together with villages/habitations as per Para 5.1 of the State R&R Policy based on the proposal submitted by the Chief Engineer/ District Collector.

Affected Zone.

The criteria for notification of the affected village is

- Area falling under FRL contour
- Dwelling house(s) falling within 100 mts of surface distance from FRL water line

“Project” means the projects notified under this policy and displacing.

- 100 or more families en mass in plain areas or
- 25 or more families en-mass in tribal areas or in areas mentioned in Schedule V of the Constitution of India from their lands and or houses.

Staffing pattern.

In order to ensure effective implementation of R&R for PAFs/ PDFs, the Government have created a Commissionerate for R&R for planning, implementation, monitoring and review of R&R activities for Irrigation Projects vide G.O.Rt.No.3368 GAD(Spl.A) Dept.Dt:3-06-2008.

The Commissionerate is equipped with the specialists from various fields viz

- Legal
- IT
- Livelihood
- Habitation and Town planning

- Anthropologists,
- Fisheries,
- Microfinance expert

Apart from the regular staff from different fields such as Finance, Statistics Co-operation etc. to assist the Commissioner.

State mission For Resettlement & Rehabilitation.

Further with a view to give flexibility and to function as a Resource centre for effective planning implementation and monitoring of R&R a Society namely "State Mission for Resettlement & Rehabilitation" Accordingly Bye-laws and Memorandum of Articles was framed and the Society has been registered. The Society will work under overall control of Commissioner (R&R). The (R&R Society) will work as an outside agency on a long term basis in order to streamline the flow of funds, to speed up the R&R activities with reasonable flexibility and thus help address R&R issues to the satisfaction of PAFs/ PDFs, while reducing the burden on the regular Government machinery.

Steps in Resettlement & Rehabilitation.

The process of Rehabilitation of PAFs & PDFs consists of sequence of activities which starts from the date of notification of affected villages by Government.

Resettlement & Rehabilitation includes different components of work & it is a long drawn process taken up in a phased manner duly prioritizing the villages under submergence with reference to the stage of project. The Project Administrators who are mostly

- Joint Collectors in plain area
- PO, ITDA's in tribal areas

In consultation with Project Engineers, JC's & PO's will prioritize villages keeping in view the progress of Project and villages / areas likely to get submerged. due to impounding of water in the project reservoir. The focus is therefore on relocation of these prioritized villages and creation of facilities to ensure that they are relocated at the new settlement before water is impounded.

The process involves time schedules for conducting Socio Economic Survey for identification of the affected families to assess their occupation, land holding status, other assets belonging to them which are likely to be affected due to submergence. The Project Administrator will publish final details of survey duly inviting the objections if any, in the draft stage in the Official Gazette and also display in the Gram Panchayat concerned.

Draft Action Plan

Based on the results of Socio Economic Survey

- Project Administrator / R&R Officers will prepare the R&R Scheme/ Plan which is to be approved by the District Collector.
- The draft plan for R&R of Project affected families/project displaced families will be formulated in consultation with representatives of PAF's/PDF's & PRI's.

The R&R plan includes details of

- Individual Benefits, Payments and infrastructure / basic amenities to be provided at the R&R site.

Simultaneously the R&R officer will have interaction with the Project Displaced Families to decide upon their preference for location of R&R centre, based on which the R&R officer will acquire land for R&R centre on available Government land or by way of purchase of land in case Government land is not available.

- Drinking water
- Internal roads
- Drainage
- Electricity
- Primary school Building
- Playground
- Community center and access road to the resettlement site.

Which are available in the affected village will be provided in new R&R centre. The infrastructure facilities at the R&R site are entrusted to Line Departments in the Districts like.

- Panchayat Raj Engineering Department,
- R&B,
- RWS,
- Social Welfare Department etc.

The Endeavour of the Government is to provide the PDFs with better amenities at resettlement site so that they could have better quality of life.

The Project Administrator after finalization of the plans will submit to the District Administration for administrative sanction the various components of R&R as prescribed in G.O.Ms.No.68, I & CAD Dept.,dt:8-4-2005 and as amended from time to time to each of the PAF/ PDF family in the affected zone. The R&R plan will be an integral part of the cost of the project. The Project Administrator will monitor and supervise overall works with necessary budget releases.

The Government vide G.O.Ms.No.247 I&CD (LA-IV-R&R.1) Dept. Dt. 20-11-07 has issued instructions to use the Web based e-tool for generation of R&R Plan in order to maintain transparency in implementation of R&R.

World Bank has come forward to extend Non-lending Technical Assistance for improving the operations of R&R activities and the Government have issued orders Vide G.O.Ms.No.181 I&CAD (PW.LA.IV) Dept Dt.8-09-08 to utilize the same for strengthening and transforming Institutions for Management of R&R.

Transparency & Monitoring

In order to implement the R&R activities in a transparent manner the following activities are taking up

- State level monitoring committee

The GOAP, Department of Revenue, Shall constitute a State Level Monitoring Committee, to be chaired by the Principle Secretary/Secretary, Department of Revenue for reviewing and monitoring the progress of implementation of resettlement and rehabilitation scheme/plan relating to all projects to which this Policy applies. The committee shall meet at least once in three months to review and monitor the implementation of R&R plan in all projects.

- Project level monitoring committee

In respect of every project to which this Policy applies, the State Government shall constitute a Committee under the Chairmanship of the Administrator of that Project to be called the Resettlement and Rehabilitation Committee to monitor and review the progress of implementation of scheme/plan of resettlement and rehabilitation of the Project Affected Families.

- e-tool software.
- Field visits by officers to project areas to facilitate the implementing officers.

G.O.Ms.No.68

Rehabilitation and Resettlement (R&R) Policy for Government of Andhra Pradesh - Issued.

Irrigation & CAD (Project Wing-LA-IV-R&R) Department G.O.Ms.No.68 Dated the 8th April, 2005 ORDER:

1. Compulsory acquisition of land for implementation of development and infrastructure projects displaces people from their homes, land and/or their means of livelihood. Apart from depriving them of their land, livelihood and resources base, displacement has other psychological, social and cultural consequences also. The Government recognize the need to minimize large scale displacement to the extent possible and where displacement is inevitable, the need to address the Issue of displacement with utmost care human touch and forethought. Such an approach is especially necessary in respect of Tribal, Small and Marginal farmers.
2. Various policies relating to the Resettlement and the Rehabilitation (R&R) of displaced persons have been in place from time to time, varying 'Tom project to project and district to district. The need has been felt for the evolution of a comprehensive policy on R& R to ensure uniformity of benefits across the State and also to ensure the delivery of benefits in a transparent manner.
3. A Committee was constituted by the Government vide G.O. Ms. No.70, irrigation & CAD (Projects Wing) Department, dated 15-07-2004 for preparation of draft R&R Policy for Government of Andhra Pradesh, The recommendations of the Committee were discussed in a State Level meeting comprising of major stake holders in the policy like the Department of Energy, Industries, Roads & Buildings, Environment, Forest, Science & Technology, Finance, Tribal Welfare, Law and Revenue. The State Level Meeting endorsed the recommendations of the Committee.
4. Government after careful examination of the Committee recommendations as endorsed by State Level meeting hereby approve the Rehabilitation & Resettlement Policy for Government of Andhra Pradesh enclosed to this order for implementation by all the Departments for Government of Andhra Pradesh.
5. It is further ordered that as per Section 8.5 of this Policy the provisions of G.O. Ms. No. 98, Irrigation & CAD (Projects Wing) Department, dated 15-04-1986 and G.O. Ms. No. 64, Social Welfare (T) Department, dated 18-04-1990 and any other Government order/Memo Instructions issued by any other Department of" Government of Andhra Pradesh shall cease to operate as far as those Projects are concerned that are notified under this Policy.

(BY ORDER AND IN THE NAME OF GOVERNOR OF ANDHRA PRADESH)

MOHANKANDA

CHIEF SECRETARY TO GOVERNMENT

To :

- All the Departments of Secretariat
- All the District Collectors in the State.
- All the Special Collectors of Irrigation Projects.
- The Engineer-in-Chief (AW)/(Irrigation), Errum Manzil, Hyderabad.
- All the Chief Engineers of the Projects.

9. LIST OF GOs, Useful Websites & Software Packages for I&CAD

I. Scrutiny of Estimate

- 1 G.O.Ms.No.1007 TR & B C (1) Dept., Date:5-11-1976
- 2 G.O.Ms.No.177 I&CAD (Project Wing. COD) Dept., Date:27-9-1997.
- 3 G.O.Ms.No.21 TR & B (B.III) Dept., Date:6-2-1998.

II. Tender Procedure

- 1 G.O.Ms.No.132 Transport, Road Building (R1) Dept., Dt:11-8-1998.
- 2 G.O.Ms.No.23 I&CAD (PW.COD) Dept., Dt:5-3-99.
- 3 G.O.Ms.No.85 I&CAD (Project Wing-COD)Dept., Dt:1-6-1999.
- 4 G.O.Ms.No.43 I&CAD (Project Wing – COD) Dept., Dt:27-3-1999
- 5 G.O.Ms.No.94 I&CAD (PW – COD) Dept., Dt:1-7-2003.
- 6 G.O.Ms.No.173 TR&B (R.1) Dept., Date:7-10-2003.
- 7 G.O.Ms.No.202 TR& B (R1) Dept., Date:15-11-2003.
- 8 G.O.Ms.No.17 I&CAD (PW-COD) Dept., Date:6-2-2004.
- 9 G.O.Ms.No.133 I&CAD (Pw Reform) Dept., Date:20-11-2004.
- 10 G.O.Ms.No.142 I&CAD (Pw Reform) Dept., Date:20-12-2004.
- 11 G.O.Ms.No.116 TR & B (Roads-III) Dept., Date:19-5-2007.
- 12 G.O.Ms.No.73 I& CAD (PW-Reforms) Dept., Date:27-6-2009.

III. Publication of Tenders in Tender Digest & New Papers

- 1 ENC Circular memo No.ENC/EV/P & M cell/EE/DEE/PC/AE/11326/ 27-3-2001
- 2 G.O.Ms.No.37 General Administration (IW PR) Dept., Date:22-1-94.
- 3 G.O. Memo 18511/I&PR/A1/2002-2 Date:10-9-2002
- 4 Govt. Memo No.ENC/IW/P&M/P Cell/FE.1/DSE/PC/AE/73475 Dt:14-8-2002
- 5 Govt. Memo 38696/COD/2000-1 Dt:10-1-2003.
- 6 ENC Memo ENC/W/P&M/Cell/EE1/DEE(PL)73475 Dt:24-4-2002
- 7 ENC Memo ENC/IW/P&M/P cell/73475 Dt:16-1-2004.

IV. e-Procurement

- 1 G.O. Ms.No.2 Information Technology & Communication Dept., Dt:15-1-2003.
- 2 G.O.Ms.No.36 I&CAD (PW-COD) Dept, Dt:7-3-2003
- 3 G.O.Ms.No.62 I&CAD (PW-COD) Dept., Dt:4-4-2003.
- 4 G.O.Ms.No.138 I&CAD (Project Wing COD) Dept., Dt:10-9-2003
- 5 G.O.Ms.No.33 I&CAD (PW-COD) Dept., Dt:3-3-2004
- 6 G.O.Ms.No.6 I&CAD (PW-Reform) Dept., Dt:11-1-2005.
- 7 G.O.Ms.No.245 I&CAD (PW –Reform) Dept., Dt:30-12-2005.
- 8 Engineer-in-Chief Circular on Quality Control, dt. 26-11-2005.
- 9 G.O.Ms.No.51 I&CAD (PW. Reform) Dept., Dt:17-3-2006
- 10 G.O.Ms.No.155 I&CAD (PW Reform) Dept., Date:23-8-2006.
- 11 G.O.Ms.No.215 I&CAD (PW. Reform) Dept., Dt:27-11-2006
- 12 G.O.Ms.No.174 I&CAD (PW-Reform) Dept., Dt:1-9-2008.

V. Registration of Contracts

- 1 G.O.Ms.No.521 Irrgn (Project Wing) Dept., Dt:10-12-84.
- 2 G.O.Ms.No.178 I&CAD (PW-COD) Dept., Dt:27-9-97
- 3 G.O.Ms.No.15 I&CAD (Project Wing –COD) Dept., Dt:5-3-2002
- 4 G.O.Ms.No.275 &CAD (Project Wing –COD) Dept., Dt:26-9-1994
- 5 G.O.Ms.No.173 TR & B (R1) Dept., Dt:7-10-2003
- 6 G.O.Ms.No.202 TR & B (R1) Dept., Dt:15-11-2003
- 7 Govt. Memo No.RC/ENC (AW) ADA/AE1/24552/2003 Dt:5-3-2004
- 8 Govt. memo No.5114/CCD/2004 Date:24-2-2004.
- 9 Govt. Memo .11914/Reform/2005-2 Dt:29-8-2005
- 10 G.O.Ms.No.116 I&CAD (PW-Reforms) Dept., Dt:7-7-2005
- 11 G.O.Ms.No.130 I&CAD (PW-Reform) Dept., Dt:22-5-2007

Society Registration/SC's/ST's/ Wadders)

- 1) G.O.Ms.No.398 I&CAD (Project Wing-COD) Dept., Dt:5-9-90

Identity Cards

- 1) Special Class – Yellow
- 2) Class I – Green
- 3) Class II – Pink
- 4) Class III – White
- 5) Class IV – Blue
- 6) Class V – Red

VI. Water Tax

- 1) G.O.Ms.No.115 Revenue (LR.3) Dept., Date:13-2-2001.
- 2) G.O.Ms.No.894 Revenue (LR.3) Dept., Dt:12-11-2002.
- 3) G.O.Ms.No.96 I&CAD (General IV-2) Dept., Dt:8-6-2007.
- 4) G.O.Ms.No.170 I&CAD (General IV-1) Dept., Dt:14-10-2008.

AAPFMIS Rules Certain Amendments

- 1) G.O.Ms.No.46 I&CAD (General) Dept., Dt:24-2-2007.
- 2) G.O.Ms.No.54 I&CAD (General .IV) Dept., Dt:11-4-2008.

SAND Policy

- 1) G.O.Ms.No.84 Industries & Commerce (M1) Dept., Dt:10-4-2007.

VII. Price Adjustment

- 1) G.O.Ms.No.94 TR& B (R-I) Dept., Dt:16-4-2008.
- 2) G.O.Ms.No.252 TR & B (R1) Dept., Dt:28-8-2008.
- 3) G.O.Ms.No.269 TR & B (R1) Dept., Dt:15-9-2008.
- 4) G.O.Ms.No.35 TR & B (R.I)Dept., Dt:30-1-2009.
- 5) G.O.Ms.No.49 I&CAD (PW-Reform) Dept., Dt:2-3-2009.

USEFUL WEBSITES FOR I&CAD :

1. www.eprocurement.gov.in Tenders of all works costing more than Rs. 10 lakhs are dealt here.
2. www.Irrigation.ap.gov.in Contains information on A.P. water resources, Reservoir status information, Project monitoring system, Human Resource Management System etc pertaining to irrigation department.
3. www.goir.ap.gov.in Contains the details of all G.O's issued by govt.
4. www.aponline.gov.in contains the information on all departments of A.P.
5. www.bis.org.in contains the details of IS codes.
6. www.imd.gov.in contains the information on weather, rainfall etc throughout the country.
7. www.ap.nic.in contains the particulars of A.P.
8. www.mowr.nic.in – Govt. of India websites of Ministry of Water Resources.

SOFTWARE PACKAGES USEFUL FOR I&CAD DEPT. DEVELOPED BY CENTRE FOR GOOD GOVERNANCE (CGG)

1. Project Management System (All Construction activities).
2. Water Resources Information System (including ground water).
3. Reservoir Information monitoring System.
4. Human Resources Management System (Details of all employees of I & CAD).
5. Resettlement and Rehabilitation.
6. Land Acquisition.
7. Works Tracking System (At Water User Association level).
8. Information Systems on WUAs.
9. Canal Monitoring system.

