

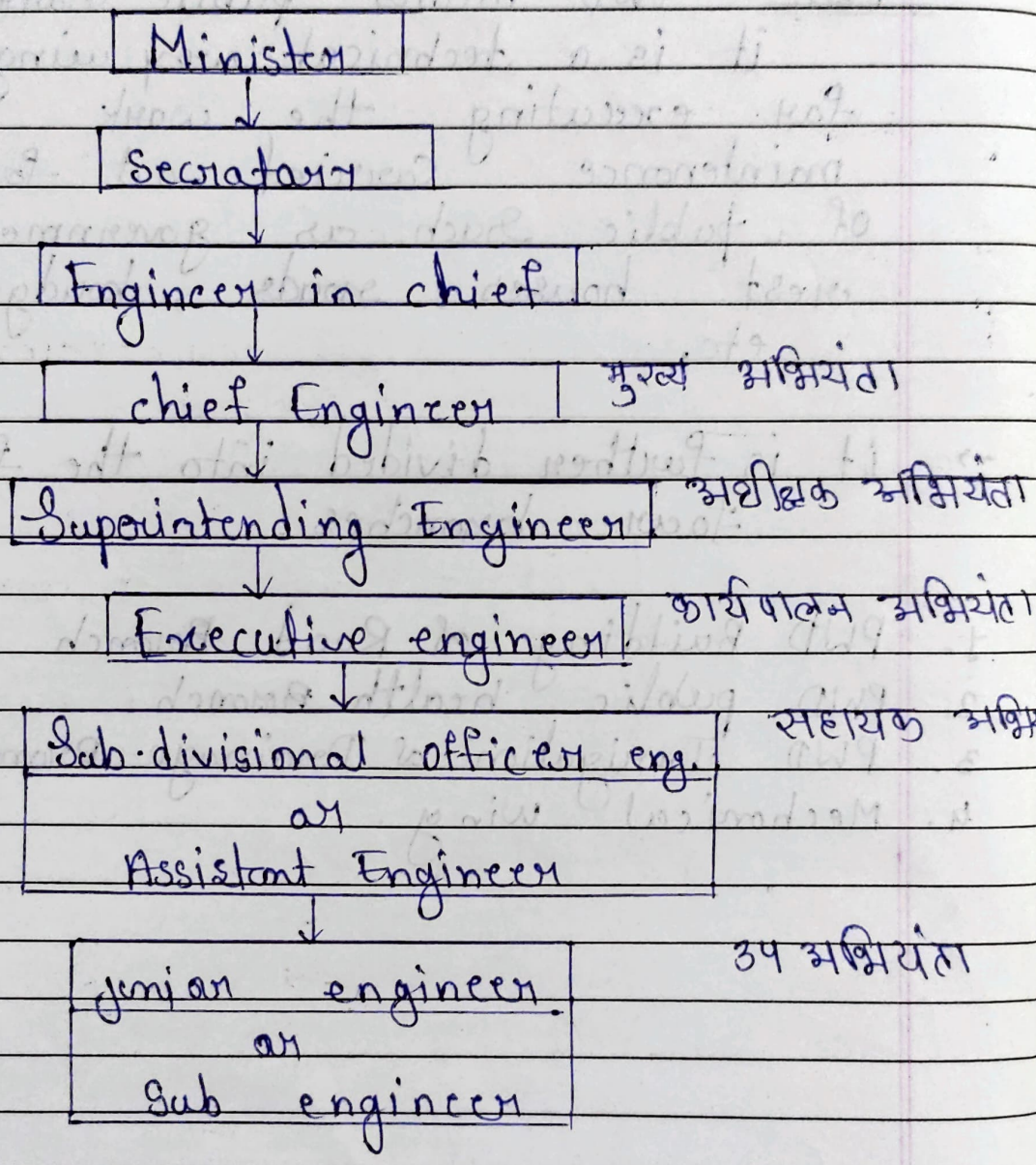
Execution of work By Government Department

PWD - PWD means public works department. It is a technical wing responsible for executing the work and its maintenance carried out for the benefit of public such as government offices, rest houses, roads, bridges, canals etc.

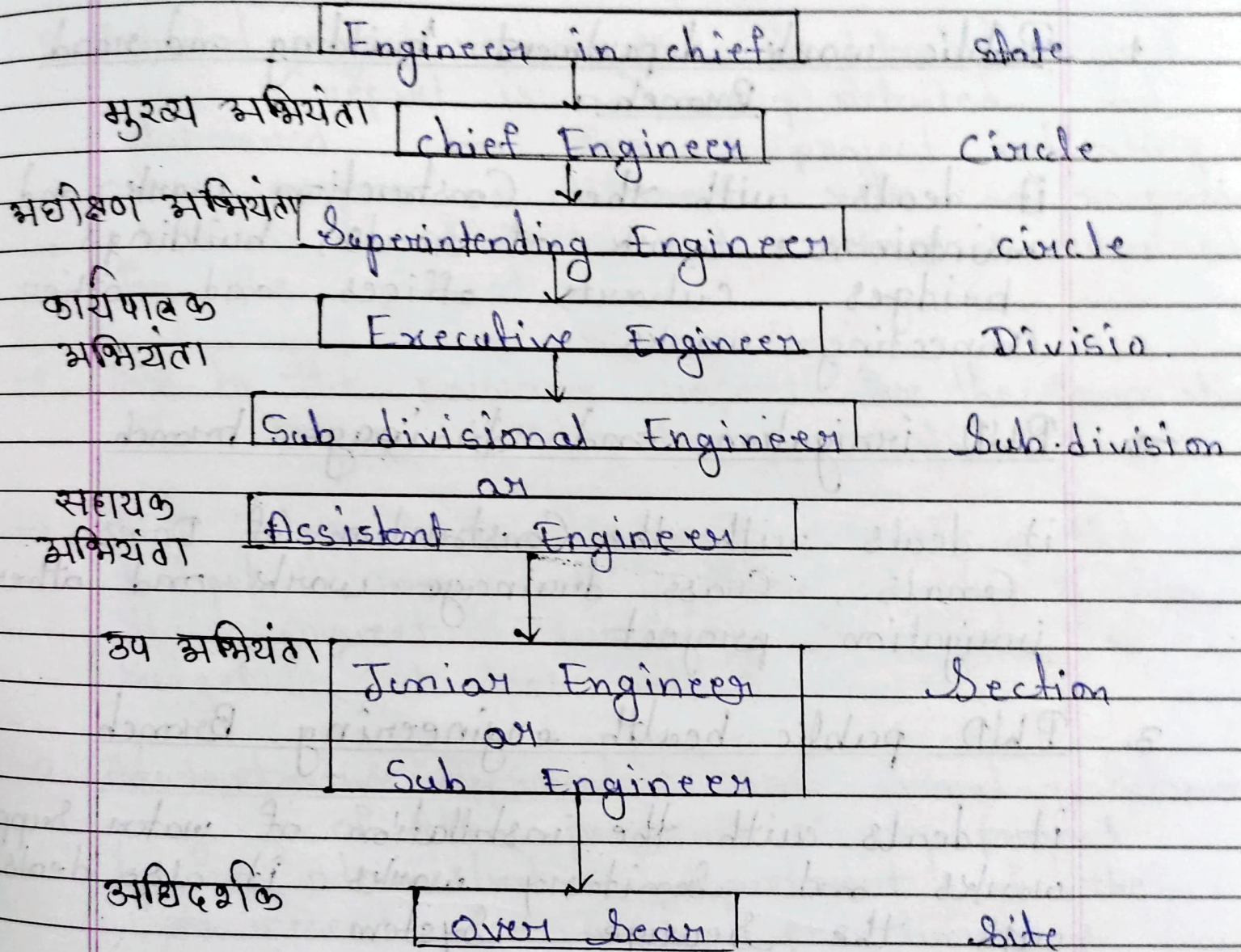
→ It is further divided into the following four branches:

1. PWD Building & Road Branch
2. PWD public health Branch
3. PWD Irrigation & Drainage Branch
4. Mechanical wing.

★ Administrative Setup of PWD in State (पशासनिक ढकाई)



Set up of C.E. PWD / Set up of PWD in C.C. State



Branches of PWD

1. Public work department building and road Branch

it deals with the Construction work and maintenance work of roads, buildings, bridges, culverts, offices, and other connecting works.

2. PWD irrigation and drainage branch

it deals with the Construction of Dams, Canals, Cross drainage work and other irrigation project.

3. PWD public health engineering Branch

it deals with the installation of water supply works and sanitary works. it also deals with the Sewage system.

4. PWD mechanical & electrical Branch

it deals with the Construction, operation and maintenance of hydro-electric power plant, thermal power plant, installation of any mechanical or electrical devices at the site and its functioning.

Procedure of Initiating work

1. Detailed project report (DPR) :- detailed project report is a very detailed and elaborated plan for a project indicating overall program, different scales and responsibilities, activities and resources required for the project.

→ DPR is the primary report for the formulation of any investment proposal.

→ DPR helps to be transparency about the budget among all those involved in the project working so that the budget does not exceed.

2. Administrative Approval :- the formal acceptance of the proposal of any project by the administrative department of the government for which pre-liminary estimate has been prepared by PWD to meet the needs of department requiring the work.

→ after that there is an order given to PWD to execute the proposed work within the sanction amount.

- after receiving the administrative approval, detailed drawings, designs, drawings and estimated cost is prepared by the department engineers.

Power of administrative approval

to accept the tender of sanctioned work &

- chief engineer :- full power
- superintending engineer - full power
- executive engineer - up to Rs 100000

3. Technical sanctioned :- after receiving administrative approval and expenditure sanctioned a detailed estimate is further prepared sanctioned by a competent technical authority of the engineering department (attest) empowered by government, which ensures that the proposals are structurally sound and the estimate is accurately calculated based on the adequate data. Such a sanction is known as technical sanction.

- it should be taken before inviting tender to execute any work.

- the power of technical sanction differs from state to state

- it is given on the prepared detailed estimate.

- it is given after administrative approval.

Land Acquisition :- when any work is to be done by department such as construction of roads, canals, or building pipe line etc, land is required for it.

- if government land is available for those works, then its documentation is done from the concerned department to get it, then the land is transfer to the working department.

- but if the land belongs to any private sector then the following procedure is adopted to acquire that land permanently through revenue department.

Procedure :-

1. Proposal send to revenue department explaining its necessity.

2. notification is issue by the revenue department.
3. final marking of land is done by revenue departments officer.
4. Transfer of land take place between the owner and the concerned department.
5. owner gets Compensation

Methods of Carrying out work

1. there are two methods used by the department to execute any project :-

1. By Contract method
2. By Departmental or Labour method

1. By Contract method :- all responsibilities of work which is given in Contract is of the contractor. all the materials to be used in the work which is given transportation charges and skilled, semi-skilled and unskilled labours all types of taxes etc. these arrangements and charges is taken by the contractor that means all the responsibilities to complete the work is of the Contractor.

when it is mentioned in the agreement by that materials and the equipments like silt cement, mixing machines, rollers etc.

are given by the department but all its expenditure (cost) is taken up by the Contractor.

2. Work by departmental labour methods:-

- Some Skilled, Semi Skilled and unskilled labours are employed on daily bases of payment on the muster roll for the departments work.
- The material required for each works is supplied by the department as per requirement all the equipments, tools machines and its drivers, fuel oil etc is arrange by the department.
- Work done by the department is through is work order (official notice) for this any work is divided into small sections and a separate work order is circulated for each task and paid as per the prescribed

Different types of Accounting papers

1. Measurement book:- measurement for all the work and supplies are recorded in a special types of note book (usually size 15x10cm) known as measurement book all the payments are made only on the bases of records entered in the measurement book (MB).
- it is form no-23 of PWD
- it is a book showing original record of work done at cost of supply of material received duly weighed, measured and counted. it involves finance also that record should be clear so that if require the work could be physically checked with the entries made in the MB.
- It can also be produced in the Court of law as a valid document.
- Measurement books are serially no with all the pages machine number. each book is provided with extra blank pages for index for review by divisional G accounted.

- The entries made in MB are done in chronological order (कालानुसार) and after that no pages are left blank or turn out.
- Measurement book is maintained by a junior engineer.
- The end of each set of measurement the recording officer has to state "measurements done by me and put his signature with day."
- Entries recorded by the Sub Engineer are always subject to test checked by the SDO (Sub divisional officer) after completion of detailed measurement and abstract of quantities are drawn in MB.
- On completion of the abstract the MB is sent to SDO for entering the rates of item of the bill by assistant engineer.
- The bill is then after made ready for payment and submitted to the divisional officer for its payments and if there is any correction it is done by read & in.

- The final bill is prepared and cheque for net amount is drawn (आवक) and handed over to the payee by dispensing officer.
- The Columns of MB are shown below.

No.	particular	Details of Measurement				Contract
		No.	L	B	Depth	

2. Mustan Roll :- Mustan roll is a nominal roll or list of labours employed on daily bases of work in the department.
 - There is generally separate roll for each worker and labour.
 - before engaging (करवाने) any labour there is a prior sanction is obtained from the department including category of labour, their rates and time period.
 - It is on form number 27 of PWD.
 - The mustan roll indicates the attendance of daily labour, value of work done.

by daily labour amount of wages paid to them and amount of undischarged wages, materials & issued to them etc.

→ the attendance of daily labour is marked by the sub engineer and finally checked by assistant engineer.

→ the labours are paid fortnightly weekly, monthly assistant engineer makes payment by muster roll record by issuing temporary advanced

→ the unpaid wages is entered in the respective Column of muster roll and Form 27-A (register of unpaid wages)

→ the unpaid amount can be drawn (Advance) and paid to the labours on hand receipt when required.

→ Muster roll has two parts :-

→ first part :- in the 1st part there is Column and space for name of worker, designation, rate of wages, total amount and sign of the person taking attendance.

2nd part :- in the second part details of quantity of work done by the labour and progress of work is recorded

3. Indent form :- Form no-27 Form no-7

indent form is use to get stock issue from the store.

→ it is maintained one Form no-27 of PWD

→ this book is maintain by junior engineer

→ it has two machine numbered forms in duplicate, copies duly signed by executive engineer or SDO

→ it consist of details such as name of work, name of material, its quantity etc. after receiving the complete indent form

→ obj DE it is counter signed by store keeper, approved by the store incharge and then the material is issued if available.

4. CashBook - Form no-01

→ it is maintained on Form no-01 of PWD

- It is a very important book and it is maintain in every division and sub division.
- This book has all the records of all the transaction is done by the department.
- The pages of these registered is machine number having slip receipt on the left side and payment on the right side.
- All entries in the cashbook must be done on daily basis and in a clear manner.
- Cashbook is always kept in locked.

5. Bill :- The payment to the Contractor is made by preparing bills which is checked and passed by SDO. The bills are prepared for the work done on supplies made by the Contractor according to the measurement.

6. Voucher :- It is a return document which is kept as a proof of payment. It is given some number along with the date of payment and under Safel Custody for future record.

of paid bills on ~~stalls~~ stall on which signature of the employee is taken of there payment receive or done in the form of a voucher.

7. Temporary Advance - Form no-03

The remittance (अनुदान) on payment made by the DDO (Drawing and Disbursing officer) to his Sub ordinate officer to unavailable him to make Certain specific payments is called as temporary advanced or temporary Imprest.

→ After the payment of the bill the payee presents the bill to the DDO and ~~signs~~ writes on the bill paid by me.

→ Temporary advance can be given only for those bills for which it is issued.

→ The account of temporary advance is entered on the form no-3 of PWD.

→ The amount should be entered as early as possible and the undispensing amount is returned back by the SDO Sub ordinate officer by to the incharge officer.

2. Imprest Cash :- it is fixed sum of money given to the Sub ordinate to ~~use~~ enable him to make some payment for the work done of the department.

- The power to have Imprest on individual is given by his Competent Authority such that no further permission is necessary to make payment.
- it is maintained on form no-3 in PWD
- Entry of the payment is done in Chronological order (समय के अनुसार)
- Account of Imprest should be closed two days before closing the Cashbook.
- Columns of Imprest cash form are :-

Date & month	Voucher No.	Transaction	Amount of payment	total	Head of Account

Contract

Contract :- when a work is carried out by entering into an agreement with another party for its execution. If excavation then the work is said to be done on Contract System.

- Contract means any kind of understanding written or verbal by a private person or firm (एनटी) for construction, construction, repair or maintenance of a work or for a supply of materials.
- This agreement is enforceable by law.

Contractor :- A person who enters into an agreement with another person or department for the execution of work or supply of material to be made under certain condition is called a contractor.

Class of Contractor

Class	Amount
1) Super class	unlimited
2) Special class	Up to 50 Crores
3) A - Class	up to 10 Crores
4) B - Class	2 Crores - 10 Crores
5) C - class	Not exceeding 2 Crores

Registration of Contractor

Registration of a Contractor in any class and for the item of work shall be enforced for a period of three years.

This registration is done under certain defined procedure of the department by submitting some documents like - passport size photo, address card, ration card, digital signature, partnership agreement, registration form etc.

- The Contractor registers himself under a particular class by paying its registration fees according to the requirement.
- The Contractor shall renew his registration after every three years according to his class.

* Classification of Civil engineering Contractor

1. Item rate Contract :- For these type of contract the rate of each item of work are fixed and is according to the work done quantity of

for each item of work the Contractor gets paid.

- The rate of e. for each item of work is extracted (last rate) from SOR (Schedule of rates)

2. Percentage Rate Contract :- According to the item given in the existing SOR by the department in such type of contract.

- The payment is done as per the quantity of each item of work for determining the term term of the contract.
- It is decided that how much percentage will be given for the work before starting the work.

a. Lumpsum Contract

The amount of work done in this type of contract is decided by using previous drawing and estimate.

- The lump sum amount is decided for the work done by the Contractor and according to this the Contractor is paid.

→ This method is ~~so~~ often used by big Contractors for big ~~work~~ task. In this method some conditions are decided for last payment and when the work is completed to a certain level a fix percentage of the total amount is paid.

→ Since there is a special ^{facility} of payment in this ~~system~~ ^{system} so this method is generally used for bigger projects.

ask/ask

4. Lump Sum & Item Rate Contract :-

→ In this type of method there is a provision of payment by both lumpsum and item rate method.

→ In this type of Contract a fixed lumpsum payment is made for work done in the prescribed amount but for the lesser or more work done by the Contractor the percentage of the rate table or as per the item rate the payment is made as deducted.

5. Cost plus percentage Contract :- In this type of Contract a Contractor agrees to take the work of construction on actual work or cost of work plus ~~and~~ on agreed percentage in addition for his services.

→ It is generally adopted when the labour and material cost are liable to fluctuate (change ~~at~~) according to the market.

→ The Contractor arranges the material and labour at his cost and keeps proper account so that it is paid back by the department with certain percentage of the cost of construction as his profit.

→ An agreement is made according in advance.

Merits :-

1. This Contract can be quickly drawn up and agreed to and the work can be completed in shortest possible time.

2. Suitable for war period or calamities.

when work can not be executed by other types of method due to uncertainty.

Demerits :- Contractor aims to make the cost of project as high as possible to make maximum profit out of it.

2. department should have proper control over the purchase of material and labour.

* Management Contract

1> Construction management Contract

Construction management Contract is different from lump sum Contract as a Contract manager is engaged to manage the work for the Competent authority.

In traditional Construction management the Construction manager is appointed to manage and supervise the Construction project on behalf of the department.

→ In contrast to lump sum Contract the Construction manager is not accountable

to the Competent authority for the design and defect.

→ This is because the Construction manager's role is to manage and supervise rather than taking risk.

Advantages :- 1. It is suitable for fast track projects in which the Construction manager can be appointed before the design is finalised.

2. It gives complete visibility over the amount payable to the Contractor.
3. The department retains the control over the project always.

2> Design and Construction management Contract

The main purpose of this method is leadership management and coordination of the design and Construction of the project. It acts as a link between the designer, Construction team and the project stake holders. (Halsey 02 part)

3. Integrate Contract :-

a) Build Design & Build Contract :-

The main purpose of this method is leadership management and co-ordination of the design on construction of the project. It act as a link between the designer construction team and the project stakeholders.

b) Turnkey :- A turnkey contract is one in which the contractor is responsible for both design and construction of the project.

→ The basic concept is that in a turnkey contract, the contractor shall provide the work ready for use at the agreed price and by a fixed date.

Components of a turnkey Contract :-

Turnkey contracts include at least these three components :-

The design of the facility by the contractor

This does not exclude that certain aspects of the design are already in the contract on that the preparation of the design forms the object of separate, preliminary contract.

→ In any event, even where the contract is only for the construction of the facility, the contractor normally has to prepare the detailed design.

→ The technology component i.e. patents, know-how, etc. in so far as it concerns the complete works, can be incorporated already in the design.

→ However in certain cases the contractor uses the technology of their parties by virtue either of his own contractual arrangements or as requested by the employer or his engineer.

Supplies construction & creation form also part of contractor's obligations.

→ Even in the more restrictive definition of a turnkey contract, the contractor owns the construction of the complete facility ready to be operated.

→ Nevertheless is not infrequent for the employer to require from the Contractor that he retains specified Sub-Contractors or to limit the choice to certain Suppliers.

→ In this manner the employer may wish to assure himself of the quality of certain components or negotiate directly the price of certain Sub-Contractors.

Q. B.O.T (Build operate transfer) :-

Build operate transfer (BOT) or build - own operate transfer is a form of project delivery method, usually for large-scale infrastructure projects, where in a private entity receives a concession from the public feeder (or the private sector on rare occasions) to finance, design, construct, own, and operate a facility stated in the concession contract.

→ The private entity will have the right to operate it for a set period of time.

→ This enables the project proponent to reach a satisfactory internal rate of return

for its investment.

→ BOT is usually a model used in public-private partnerships. Due to the long-term nature of the arrangement, the fees are usually raised during the concession period.

→ The rate of increase is often tied to a combination of internal and external variables following the prospect to each a satisfactory internal rate of return for its investment.

→ BOT finds extensive application in infrastructure projects and in public-private partnership.

→ Due to the long-term nature of the arrangement, the fees are usually raised during the concession period.

→ The rate increase is often tied to a combination of internal and external variables.

→ In the BOT, a third party, for example the public administration, delegates to a private sector entity to design and build infrastructure and to operate and maintain these facilities for a certain period.

→ During this period the period the private party has the responsibility to raise the finance for the project and is entitled to retain all revenue generated by the project and is the owner of the regarded facilities.

→ The facility will be then transferred to the public administration at the end of the Concession agreement without any remuneration of the private entity involved.

→ Some or even all of the following different parties could be involved in any BOT project

→ A BOT project is typically used to develop a discrete asset rather than a whole network and is generally entirely new or greenfield in nature (although refurbishment may be involved). In a BOT project the project company or operator generally obtains its revenues through a fee charged to the utility government rather than tariffs charges to consumers. A number of projects are called concessions, such as we toll road project, which are new build and have a number of similarities to BOT

→ In general a project is financially viable for the private entity if the revenues generated by the project cover its cost and provide sufficient return on investment.

→ On the other hand, viability of the project for the host government depends on its efficiency in comparison with the economics of financing the project with public funds.

→ Even if the host government could borrow money on better conditions than a private company would, other factors could offset this particular advantage.

→ For example the expertise and efficiency that the private entity is expected to bring as well as the risk transfer

→ Therefore the private entity bears a substantial part of the risk.

→ There are some types of the most common risks involved:

→ BOOT (Build own operate transfer) :-

BOOT (build own operate transfer) is a public private partnership (PPP) project model in which a private organisation conducts a large development project under contract to a public sector partner such as government agency.

→ Build own, operate and transfer (BOOT) contract is a project delivery that can be used for large projects developed through public private partnership (PPP).

→ The term public private partnerships refer to a very broad range of partnerships in which the public and private sectors collaborate for some mutual benefit.

→ Under a BOOT contract a private organisation undertake to complete a large project such as a complex infrastructure project, which they are granted a concession to finance and build by a public sector partner or government department.

→ The public partner may provide limited funding or other benefits (such as tax exemptions) but the private organisation accepts most of the risks.

→ The private organisation is then granted the right to own, maintain and operate the project for a set period of time during which they can draw fees from users of the asset.

→ Once the time period has elapsed, the control of the project transfers to the public sector partner either freely or for a fee that is stipulated in the original contract.

→ It is common for the time period to be several decades in the case of big infrastructure projects that carry a lot of construction and operational risk.

* Mode of payment to Contractor

(1) First & final payment :- Form-24

In this form indicates a single payment made for a job or contract after its completion.

→ in this case the payment is made after the completion of work.

→ when only one payment is made from the beginning to the end of the work done or supply made it is known as first and final bill.

→ all such payments have the provision to be prepared in Form no-24 or PWD.

(2) Running payment or Interim payment or or Periodic payment -

This mode of payment is made on a running account to the Contractor for the work done or supplies made by him after enter measuring and enter entering in the measurement book when only a part of the whole work

is done and the work is still in progress.

→ during the progress of the work contractor is paid time to time and when the Contractor has done timely progress, he is paid up to the extent of work done by him.

→ the payment of running bill should be made as far as possible before expiry of 10 days.

→ 2. Final payment :- This means the payment made on running account to a Contractor on the completion of the contract and in full settlement of the account.

→ the bill on which final payment is made is known as final bill.

→ the final payment of work costing more than 2 lakhs rupees should be done within six months of the completion of work and for the work of cost below rupees Rs. 2 lakhs within three months of the completion of the work.

4. Secured Advance :- It means an advanced payment made to the Contractor for the security of materials brought by the Contractor to the site of work.

→ The divisional officer has an authority to sanctioned Secured advance up to an amount not more than 75% of the value of the materials as assessed by the engineer in charge.

5. Advanced payment :- This means payment made on a running account to the Contractor for the work done by him but not measured by the department.

→ Advanced payment is not generally made to the Contractor but may be done under special cases, when the progress of work is not sufficient and also measurement can not be taken on the Certificate by the department.

→ The value of workdone is more than the advanced payment and detailed measurement should be taken as soon as possible.

6. Petty Advance :- Petty Cash is a small amount of cash often kept in hand to pay for minor incidental expenses such as postals and stamp.

→ The usual practice is to appoint a person called Petty Cashier and to give him a certain amount of money out of which he makes all such payments.

→ A limit is fixed for him.

→ The simple method for the Cashier is to record all the petty cash payments and then periodically enter into the cash book.

9/04/24

Retention Money :-

(रकम)

→ Retention money is an amount held back from a payment made under a construction contract.

→ It is usually certain percentage of the amount payable in each installment.

→ It is generally held to ensure that a Contractor performs all of its obligations under the contract and is released either on practical completion and the end of notification period.

- Retention money is defined as the sum of money held by the employer as a safety for any defective work by the Contractor.
- Retention money safeguarded the employer from the defects which can occur during the liability period if the Contractor does not respond according to the Contractor.

Reduced rate payment

- Reduced rate payment means a payment that is four less than the amount agreed upon in a contract in accordance with its term & Conditions for supply & services for which the govt. has paid the prime contractor.
- Payment for major, minor, reduced rate of production delays will be made as follows:-

- when the cube strength falls below the allowable strength specified & in the basis of test results it is satisfied that the concrete is deficient in strength then engg. incharge has full power to check whether the strength is acceptable or not and pay the Contractor at reduced rate.

Mobilization Advance:-

- Mobilization Advance is meant specifically inducing the Contractor to spend for provisioning the works of contract services.
- The Contract provides a mechanism in the form of bank guarantee that ensures that the Advance is not mis-used or diverted.
- Mobilization Advance upto 10% of the tendered amount shall be paid to the Contractor on submission of non-revocable bank guarantee for an amount of 110% of mobilization advance is demanded from a nationalized bank.

Integrated Contractor

unite short rates on owner's Builder Operation

Ans - owner Builder Operations

- In this approach an owner must have a steady flow of on-going projects in order to maintain a large work force for in-house operation.

→ However the owner may choose to Subcontract Substantial portion of the project to outside Consultants and Contractors for both design and Construction, even though it retains Centralized for both decision making to integrate all efforts in project implementation.

a. Write short notes on owners builder operation.

Ans - In this approach on owner must hire a study flow of on-going project in order to maintain a large work force for in-house operation.

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Owner Builder Operation - In this approach on owner must have a study flow of on going projects in order in-house operation.

→ However the owner may choose to Sub

Contract Substantial portion of the project to outside Consultant and Contractor for both design and Construction; even, thus it retains Centralize decision making to integrate all effort in project implementation.

Tender Process

Tender:- It is an offer in writing to execute some work or supply of material subjected to some terms and conditions like rates, time limit etc.

Tender should always be invited in most open and public manner as possible like newspaper advertisement posters etc.

In govt gazette tender should have free access to contract documents.

Authority should always have the right to accept or reject any or all the tenders without giving any reason.

Types of Tenders:-

(1) Open tender:- Open tender means of tender by open advertisement through one or generally invited for the works or supply of estimated value of ~~ten~~ above (Ten thousand)

(2) Limited tender:- Limited tender means invitation to a limited number of to quote rate for the supply of material or work to be done.

→ This system is generally adopted in case when the ~~est~~ estimated value of the work or supply is less than RS 10000 (Ten thousand)

(3) Single Tender:- Single tender means invitation to only one firm to quote rate for supply of work.

→ This system is adopted in case of some work whose specification are by only one particular form.

→ This system is adopted irrespective of cost.

(4) Rate Contract :- Rate Contract is a contract for supply of materials of stores of a specified rate during the period of Contract.

→ know quantity one mentions in the Contract and the Contract is bound to accept any order which is placed to him.

(5) Running Contract tender :- RC is a contract to supply approximate quantity at the specific process prices during certain period of time.

Tender notice :- Tender notice is issued in the prescribed form or format for selling tenders for construction works or material supply to the department.

Point to be included with Drafting a tender notice

(i) name of the authority/department inviting tender.

(ii) Name of work and its location

(iii) estimated cost

(iv) Time of completion

(v) List of tender form and conditions of Contract

(vi) Date, time and place of opening tender.

(vii) earnest money and security deposit amount

(viii) Validity of tender.

Security Deposit :- This is the money which the Contractor has to deposit with the development department when the Contract is allocated to him.

→ it is 5 to 10 % of the estimated value of the project.

→ this money includes the estimate money already deposited by the Contractor.

→ this deposit is kept as a check so that the condition of the Contractor are agree upon on full filled on the work is completed to the satisfaction within time limit.

→ the money can be forfeited by the department if the progress and quality of work is not satisfactory.

Validity period :- Tender validity period means the time period during which the tender shall remain valid & open for asspion by the department as given in the tender notice an instruction and after that time period is gone tender is not accepted.

Tender (a) Corrigendum notice :- A Corrigendum notice is a notice to add or update the values or information for some of the item in the tender notice submitted earlier.

Process of Tendering :-

Before inviting tenders following documents are carefully prepared

- (a) Complete set of drawings - Showings full details of work to be executed
- (b) Detailed Specifications of each item of work ; along with schedule of quantities is notified in tender all notice
→ If reference to PWD Specification is to be made it should be specifically mentioned against each item
- (c) List of materials to be issued & the Department giving rates of each item & their price of issue
- (d) Conditions of Contract are printed on the form additional set of Conditions required for the specific work are also notified along with general conditions
- (e) If it is decided to deduct security at a rate less than 10 percent from running bills of Contractors, it should be notified in the tender call notice

(f) Authority to reject any or all tenders without the assignment of any reason should always be reserved and notified in tender call notice.

(g) Authority to reject any or all tenders without the assignment of any reason should always be reserved and notified in tender call notice.

(B) Issue of tender call notice (N.I.T) :-

following instructions should be followed.

(a) As soon as administrative Approval, technical sanction and Appropriation are conveyed and Contract documents are approved P.W.D. Contractors N.I.T. is prepared on standard forms by the head of the

(b) before N.I.T. is actually issued the Division Accountant shall verify that the amount of earnest money to accompany the tenders is correct as per rules and Schedule of quantities and specifications of work as sanctioned estimate.

(c) wide publicity is given to the tender call notice as per procedure given below:-

(d) works costing over RS. 5,00,000

(1) Three weeks clear notice is given to Contractors

(2) tender notice is advertised in leading dailies

(3) letters are issued individually to the eligible Contractors as per rules of the Department

(4) Copies of tenders call notice are sent to all divisions of the department for exhibiting on their notice boards.

(2) Works costing over RS. 2,00,000/- and up to RS. 5,00,000/-

(1) two weeks clear notice is given to Contractors

(2) notice is not advertised in press. Remaining instructions mentioned above shall be followed.

(3) Works costing over RS. 1,00,000/- and up to RS. 2,00,000/-

(1) Ten days clear notice is given to Contractors

(2) Copies of notice are sent to all Division

and sub-division of the concerned circle for displaying on notice boards.

(d) N.T.T should already state the "name of work" as given in sanctioned estimate.

(e) The tender notice should specify the place where, and the time when contract documents can be seen, and the place where blank forms of tenders are available and out of each form.

(f) N.T.T should specify the place & last date for receipt of tenders and place, date and time of opening of tenders.

(g) The amount of earnest money (with mode of payment) to accompany the tenders.

(h) The tenders are required to specify the period during which they agree to complete the work.

(i) Tenders should be informed that they shall initial corrections only as regards percentage time etc otherwise their tenders are liable to be rejected.

(c) Opening of tenders:-

The tenders are opened by the executive engineer at the appointed time in the presence of Head Clerk, Division Accountant and tenders or their representatives who may like to be present.

→ Following procedure should be followed by the executive engineers while opening tenders to avoid tampering of original tenders documents.

(a) All corrections in the contract documents should be initialled and dated by the executive engineers.

(b) The officer concerned should mark all connections and over writings and number them and attest them in red ink.

→ Separate numbers should be allotted for connections and over writings.

(D) Acceptance of tenders:-

→ Power of various P.W.D officers to accept tenders are given in departmental financial rules & should be strictly followed where

where the executive engineer is not competent to accept tenders on the work is of special nature he should submit copies of notice inviting tenders, proposed advertisement and the form on approval and advice, before actual issue of tender notice.

- Similar action will be taken by the Superintending engineer as well.
- The executive Engineer will normally accept the lowest tender if he is competent to do so and if the rates quoted are within the sanctioned estimated rates or those provided in the schedule of rates.

(5) Contract Agreement :-

- It is a contract deed between the contractor and govt. government executive Engineer is authorised to sign on behalf of government of the state.
- It is responsible for correct preparation and execution of agreement.

The clauses mentioned in the agreement

are binding on both parties

- Following instructions should be followed while drafting contract deal.

(1) The contract deal is drafted by Divisional Head clerk. He is responsible for correct entries in the agreement.

- Only standard terms are used in contract deal.

(2) In case the tenders are accepted by the executive Engineer three copies of agreement are sufficient otherwise four copies hence to be prepared in the first instance.

- The original agreement along with an attested copy are sent to the Superintending engineer for approval.

- Agreement is carefully examined by the Superintending engineer and approved.

- The original agreement is returned to the executive engineer and attested copy retained in his office.

(3) No changes in Contract deal are permissible except in drawings, design and specifications of work. These changes can be made by the executive engineer only with the approval of competent authority.

→ If as a result of such changes in design etc. some new items of work are involved rates for which are not provided in the agreement the executive engineer is competent to make payments for the items given in the schedule of rates.

→ For non-schedule rates analysis of rates is prepared and approved by the competent authority before making payment.

(4) Following precautions are necessary while drafting agreements:-

(a) It should be ensured that the agreement is complete in all respects and nothing is omitted.

(b) Delays in execution of agreement should be allowed under any circumstances. No payment is made till the contractor signs the agreement.

(c) Schedules and plans forms part of draft and should show objectives physical facts only & no controversial fact, so that no flaws could be brought out in a court of law.

(d) For large works or works of special nature the agreement is get specially prepared from legal Remembrancer.

(e) A copy of P.W.D Contractors "Regulation" and four wage clauses is appended with the agreement.

(5) Important conditions given in agreements are mentioned below:-

(9) If inspite of issue of letters, the progress of work is unsatisfactory or the contractor leaves the work incomplete action can be taken.

(ii) To forfeit his security and rescind & cancel his agreement.

(ii) To get the remaining work completed from another agency or through department labour at the risk and cost of original Contractor.

(b) Ten percent penalty for non completion of work within the specified time limit may be imposed by the executive engineer.

(c) The Contractor can apply for extension of time limit within 30 days of the cause of hindrance in work; such as delay in supply of materials by the department or other natural calamities extension can be allowed by the authority approving the tenders.

(d) The quantity of work can be increased or decreased by the executive engineer under written orders to the Contractor.

→ Time limit is proportionately increased if the amount of work is increased.

(e) Both parties can refer the case of an arbitration appointed under rules.

(F) Allotment of work in price work system

(A) Issue of notice inviting quotations (N.I.Q.) following instruction should be followed -

(a) As soon as estimate is sanctioned and

funds allotted to the work sealed quotations are invited from approved P.W.D. Contractors by the executive engineer or sub-division engineer.

(b) Notice inviting quotations should clearly state the "name work" as given in some time estimate

(c) N.I.Q. should specify the place where and date and time when drawings and sanctioned estimate could be seen by the Contractors.

(d) N.I.Q. be given wide publicity. Copies of notice are sent to all sub divisions of that Division for displaying on their notice boards.

(e) At least 7 days clear notice is given to Contractors.

(f) The notice should specify the place date and time of opening of quotations.

(g) Items of work without mentioning their quantity and rates of each item are specified in the notice.

(b) Instructions should be given that the quotations should be sealed and the Contractor should superscribe on the envelope name of work and due date the for opening of quotations.

(B) Acceptance of Quotations :-

→ Quotations are opened by the executive engineer or the Sub Divisional engineer on the notified date and time in the presence of contractors, who may be present.

→ The quotations are initiated and dated and numbered serially.

→ A Comparative statement is prepared if the rates quoted are within the Schedule of rates or sanctioned estimate, may minimum the lowest quotation is approved by the executive engineer.

→ The Sub-divisional engineer can accept the quotation subject to the above mentioned conditions and his power to accept the same otherwise he forwards the case to the executive engineer with his recommendations for approval.

(F) Work orders :- In piece work system the agreements are in the form of work orders.

→ There are not contracts and should contain only description of items of work and the rates to be paid for each item without reference to the quantity of work to be executed and the time within which it is to be completed work order is issued on J.B. form No. 9 or B and R form No. 34.

→ In irrigation branch executive Engineer have full powers to issue work orders provided with the rates allowed are less than those contained in the Schedule of rates or sanctioned estimate.

→ Sub divisional Engineer may issue work orders up to Rs. 15,000/- in such lower limit as the executive engineer may decide.

→ However where on large works a general rate for a certain class of work has been fixed by the higher authority at any time Sub-divisional engineers may be authority by the executive engineers, to issue work orders for that class of work at the rates.

fixed, without reference to probable amount of payment involved.

- for works up to Rs-500/- no work order is required.
- A deduction of 5 percent as security is made from has been sanctioned by the Competent Authority
- The work is started only when the amount has been deposited in advance.

(c). Deposit works / Contributory works :-

- There are the work of Construction on repairs the cost of which is met out of non-government sources.
- works executed for gila parishads, municipal Committees and panchayats etc. fall under this category.
- funds are placed at the disposal of an executive engineer as soon as the work has been sanctioned by the Competent authority
- The work is started only when the amount has been deposited in advance.

Execution of Deposit works :-

As soon as it is assured that funds for a work will be made available, tracings and detailed estimate are prepared. The estimate is sanctioned technically by the Competent authority powers of various officers to accord sanction for deposit works are given, below:-

- (1) Chief engineers = full powers
- (2) Superintending engineers = up to Rs-7,50,000/-
- (3) Executive engineers (a) Selected = up to Rs 1,00,000/-
- (b) non-selected = up to Rs 50,000/-

→ In this estimate provision for establishment charges tools and plant, and Audit and Accounts establishment are made at the rate of 2% and 1% respectively

→ funds are deposited in government treasury in lump sum on behalf of executive engineer. If payments are made by instalments the amount and dates for depositing & such instalments will be decided by the government.

- The officer incharge of work should bring to notice of the Depositing authority as well as his superior officer, as soon as he anticipates excess over the estimate due to premium of the Contractor being higher or due to any other reason.
- when the work is of magnitude an agreement must be drawn up under legal advice of legal member.

Drafting a tender notice

- Q.1 Draft a tender notice for the Construction of WBM Road (water Bound macadam) in State highway 57 of 7 km from village Thonoud (place) on behalf of NH Division of PWD Department Raipur C.G. The estimated cost of the project is rupees 2,00,00,000. The project must be completed within 3 months from the starting date and the last date of tender form submission is 30th May 2024 (30/05/24). All the other data required must be assumed.

Ans - Office of public works Department Raipur

Tender notice

On behalf of principal Secretary of PWD Raipur (C.G.) through the executive engineer NH Division invites sealed tender for the Contractor WBM Road of 7 km from village Thonoud District Raipur in appropriate format by class C & order above Contractors

The other details required are given as follows

S.No	name of project	estimated cost of project	earnest money	class of Contractor	Time limit (month/year)
1.	Construction of WBM Road in SH-57 from village Thonoud district Raipur of 7 km	RS 2 crore	Assume 2% E.M. Rs. 40 Lakhs & above	Class C & above	3 months

- All the informations like tender form conditions & specification of the project, detailed drawing, contract documents etc. can be downloaded from e-tendering portal of PWD Raipur

- The students farm fees in Rs. 1000/- and the earnest money is to be paid in form of DD (Demand Draft) in favour of executive engineer P.W.D. Raipur.