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1.1.0 THE FUNCTIONS OF THE VARIOUS OFFICERS ARE DEFINED IN A.P.P.W 'D' CODE AND A.P.P.WORKS ACCOUTNS CODE.

CHIEF ENGINEERS.

The Chief Engineer is the Head of the Department and is a responsible adviser to Government on all matters relating to his branch.

- (i) Preparation of Budget for his Department.
- (ii) Re-appropriation of funds up to prescribed limits.
- (iii) Administrative Approval up to certain limits.
- (iv) Highest Technical Sanctioning Authority.
- (v) Inspection of works of specified value for according Technical sanction.
- (vi) Can modify specifications in A.P.S.S. Standard data is not applicable.
 - (vii) Responsible for structural designs.

1.1.1. SUPERINTENDING ENGINEERS.

The administrative unit of the Department is the circle, in charge of a Superintending Engineer who is responsible to the Chief Engineer for the administration and general professional control of public works in charge of officers of the department with in his circle.

- (i) Administrative approval up to certain limits.
- (ii) Technical Sanction up to certain limits.
- (iii) Prepartion of Budget for his circle.
- (iv) Inspection of works of specified value for according Technical sanction.
- (v) Can accept Tenders upto prescribed limits(See para 1.6.1 of this book)
- (vi) Highest Agreement concluding authority.
- (vii) Head of the Administrative unit in the Department.
- (viii) Can sanction photographic charges.
- (ix) Has to check-measure the works costing more than Rs.50.00 lakhs.
- (x) Appointing authority for work-charged establishment for skilled class III and above.
- (xi) Responsible for realization of revenue.

1.1.2 **EXECUTIVE ENGINEERS:**

The Executive unit of the department is the division, in charge of an Executive Engineer, who is responsible to the Superintending Engineer for the execution and management of all works with in his division.

- (i) Administrative approval up to certain limits.
- (ii) Technical Sanction up to certain limits.
- (iii) Preparation of Budget for his division.
- (iv) Inspection of works of specified value for according Technical sanction.
- (v) Can accept Tenders upto prescribed limits(See para 1.6.1 of this book)
- (vi) Has to inspect the buildings of specified value annually.
- (vii) Has to prevent encroachment of vacant lands.
- (viii) Can conclude agreements up to Rs.10.00 lakhs plus excess that can be passed by him over the Technical Sanction subject to the limits powers of technical sanction..
- (ix) Has to check-measure the works costing more than Rs.5.00 lakhs.
- (x) Appointing authority for work-charged establishment for skilled class IV
- (xi) Has to assess the revenue to be realized in the division.
- (xii Responsible for realization of revenue.
- (xiii) Has to maintain the initial accounts in the Division properly without falling arrears.
- (xiv) Highest Quality Control authority vide clause 27 © of P.S. to A.P.S.S.

1.1.3 DIVISIONAL ACCOUNTS OFFICER (WORKS):-

(i) Internal Checker charged with the responsibility of applying certain preliminary checks to vouchers, initial accounts etc

- (ii) Financial Assistant and Advisor to the Executive Engineer, in all matters relating to accounts and Budget matters, and operation of financial rules generally.
- (iii) Custodian of original agreements.
- (iv) Has to conduct test check of tender comparative statements, as a representative of Finance Department.

- (v) Has to review the Measurement Books.
- (vi) Has to ensure provisions in the estimates as per rules in respect of those sanctioned at Divisional level.
- (vii) Has to ensure provisions in the agreements to be in conformity with the rules in respect of those concluded at division level.
- (viii) Is personally responsible for realization of all anticipated credits in the estimates for works and realization of revenue in the division.
- (ix) Has to inspect the accounts of the sub-divisional offices annually.
- (x) Manager of Office Establishment of a divisional office, though his position is analogous to that of a Sub-divisional Officer.

1.1.4 DEPUTY EXECUTIVE ENGINEERS:-

- (i) Can accord Technical Sanction up to Rs.2.00 lakhs in P.R./R.W.S. Department and up to Rs.10,000/- in irrigation department.
- (ii) Can call for tenders and conclude agreement up to prescribed limits.
- (iii) Inspection of works up to prescribed value for according Technical sanction.
- (iv) Primary check-measuring officer of the department and he has to invariably checkmeasure all the works.
- (v) Has to inspect the buildings of specified value annually.
- (vi) Has to personally enter the rates provided for in the agreements in the abstract of work bills.
- (vii) Has to personally enter the rates provided for in the agreements in the abstract of work bills.
- (viii) Has to ensure execution of works as per specification provided for in the agreements.

1.1.5 ASSISTANT EXECUTIVE ENGINEERS / ASSISTANT ENGINEERS:-

- (i) Can accord Technical Sanction toestimates up to Rs.25,000/- in P.R. department.
- (ii) Primary Officer for recording of measurements of works done in his charge.
- (iii) Has to inspect the buildings of specified value annually.
- (iv) Has to ensure execution of works as per specifications provided for in the agreements.

<u>CHAPTER – I</u>

<u>1. CERTAIN PROCEDURES ON PREPARATION OF ESTIMATES</u> <u>AND ITS SCRUTINY</u>

- 1. In G.O.Ms.No.1174 (Prog.IV) Department dated 19-12-1976, it is ordered that the provisions of APPW 'D" Code should be followed in P.R. Engineering Department (including Rural Water Supply and Sanitation Department) wherever there are no specific rules and orders of P.R. Department (R.W.S. & S Department).
- 2. In G.O.Ms.No.132 P.R. (Prog.IV) Department dated 2-2-1978, it is ordered that such of the orders issued by the TR&B Department from time to time in connection with which involve amendments to APPW "D" Code should be followed by the P.R. Department wherever the specific rules and orders P.R. Department. (R.W.S. & S Department) are not available in such matters)

1.0Works:-

Works have been classified in two categories:

- (a) Original works
- (b) Repair/Maintenance works (Para 88 of 'D' Code)
- **1.1.0.** In case of 'repairs' or 'maintenance' all operations required to maintain in proper condition or to replace the wear and tear of particular structure and works in ordinary use are called repairs or maintenance. (Para 91 of 'D' code & Art.147 of Financial code)
- 1.1.1The repair/Maintenance works have been again classified in two categories.
 - (a) Ordinary repairs/Maintenance ie., pure maintenance (Para 133 'D' code)
 - (b) Special repairs. (Para 134 'D' code)
- **1.1.2**The estimates for ordinary repairs lapses on the last day of Financial year or such other date as may be fixed by the Government (*Para 137 'D' code*).
- **1.1.3**The estimate for original work or special repairs remains current till completion of the work if committed within 5 years of its sanction. If execution is not taken up within 5 years of its sanction, the sanction will be lapsed. (*Para 139 & 186 'D' code*)
- **1.1.4** In case of works involving both original and repair operations such as replacements etc., for the purpose of ascertaining the power of sanction, the whole cost should be taken to original work but eventually the cost difference between new work and that of the replaced work should be treated as original and the cost dismantled portion be classified under repairs.

1.1.5No original work should be started without administrative approval and technical sanction of the estimate.

1.1.6 ADMINISTRATIVE APPROVAL:-

The term 'Administrative approval' denotes the formal acceptance by the administrative department concerned of the proposal for incurring any expenditure in the public works Department in a work initiated by or connected with the requirement of such administrative department. (para 99 of 'D' code & Art.185 of Financial code).

1.1.7 TECHNICAL SANCTION:-

In the case of Technical sanction, once administrative approval is given by the user-department, the Public Works Department which will execute the work has to prepare detailed technical estimates taking into account the prevailing rates for sanction of competent authority for every work proposed to be carriedout. This sanction is known as the Technical sanction to the estimate. (para 99 of 'D'code & Art.185 of Financial code)

1.2.0 ESTIMATES:-

1.2.1On receipt of Administrative Approval for a work/works from the Administrative Department concerned, a detailed estimate is prepared with necessary plans and Designs (Para 102 of APPW 'D' Code) and necessary Technical sanction is accorded by the Engineering Department (Paras 112 to 121 of APPW 'D' Code)

a) All original works require 'Administrative Approval' (*Paras 89 & 99 of APPW 'D' code*).

- b) Administrative approval is not required for Maintenance/ordinary repair works. (*Para142 of APPW 'D' code*).
- Note:-However, in the case of Mixed works, where the newly proposed repair work is an important /addition/extension in the place of the existing part/structure, administrative approval is required.
- (Example) Tiles roof in place of thatched roof or additional room to a School building resulting in increase in the capital cost of the structure / building; Raising the bund of M.I. tank increases the capacity of the tank and consequently resulting in the increase in the ayacut); Construction of O.H.S.R. and extension of pipe line in place of G.S.L.R. is treated as ' Original' work and hence in these cases Administrative approval is required.
- **1.2.2** No work shall be begin unless a detailed estimate has been sanctioned, allotment of funds made in the Budget.
- **1.2.3** The estimate should be prepared covering the following minimum aspects;

- a) In the report accompanying the estimate, the necessity and objective of the estimate and origin/back history etc., is narrated.
- b) In the abstract estimate, the total quantity, Rate per Unit and amount of each is item and certain L.S. provisions are included and it should be verified whether they are properly exhibited as worked out in the Detailed estimate and Data sheet, etc.,
- c) In the Detailed Estimate, the details of quantities are worked out and total quantity is arrived at and this should be verified in general and any defects in computation shall be verified.
- d) In the Data Sheet, the rate for each item of work is worked out with reference to SSR of the year concerned. In respect of items which are not covered in S.S.Rs., the cost arrived at based on **observed data** approved by the Government/Board of C.Es.,/other competent authorities are adopted. In the case of materials like cement / Steel etc., the approved rates ordered by the competent authority like District Administration / Industries Department / C.Es., etc., are adopted. In the case of certain materials like Pipes, Pumps etc., the rates covered in the 'Rate Contracts' concluded by the authorities concerned are adopted. In the case of other materials, rates based on competitive quotations (ie., lowest quotation obtained under Article 125 / APFC Vol-I) other instructions issued from time to time by the Government / Competent authority) are adopted. In the case of specified jobs (like drilling bores etc.,) the rates are adopted as per the instructions / orders of the Government / District Administration / other appropriate authority.
- e) Necessary Plans and Designs and also Drawings etc., approved by the competent authority are enclosed to the estimate.
- f) Only Metric System of Measurements (viz., Meters, Cum, etc.,) shall be adopted.

1.2.4 Rounding off Quantities, Rates & Amounts in Estimates:

The quantities, Rates and Amounts in estimates are to be rounded off as follows (G.O.Ms.No.345 Fin &Plg. (PW) Department dated 8-9-1982) a) Quantities:-

Sl.No.	Qty. in units	Rounded off to	Example
1	Upto 3 digits	nearest Whole number	7 instead of 7.35
			423 instead of 423.25
2	Upto 4 digits	nearest Ten	5720 instead of 5723
3	Upto 5 digits	nearest Hundreds	56400 instead of 56385
4	Upto 6 digits	nearest Thousands	623000 instead of 623470

b) Rates:-

If rate is < Rs.5</th>: it should be rounded to nearest5 Paise;If rate is > Rs.5, but < Rs.50/-</td>: it should be rounded to nearest10 Paise;If rate is > Rs.50, but <Rs.1000</td>: it should be rounded to nearestWhole rupee.If rate is > Rs.1,000/-: it should be rounded to nearestTen Rupees;

c) Amounts:-

Sl.No.	Amount	Rounded of to	Example
1	Lakhs of rupees	nearest thousands	5.23 instead of 523460/-
2	Crores of rupees	nearest lakhs	6.55 instead of 65474500/-

- **1.2.5** a) Date of inspection should be indicated in the estimate(in the report accompanying the estimate or in other appropriate place) by the authority according Technical sanction.
 - b) As per the modified orders issued by the Government vide G.O.Ms.No.94 I&CAD (P.W.Cod) Department dated1-7-2003,the inspection of works shall be conducted before technical sanction is accorded by the competent authority concerned as below.

Estimates costing upto Rs.50 lakhs : By Executive Engineer. Estimates costing below Rs.500 lakhs : By Superintending Engineer; and Estimates costing above Rs.500 lakhs : By Engineer-in-Chief.

c) Furthermore, as per G.O.Ms.NO.94 I&CAD (P.W.Cod) Department dated 1-7-2003, the estimates shall be scrutinized at random by the authority one level higher than the authority to issue technical sanction (except in the case of estimates sanctioned by CE/ENC)

- **1.2.6**The Technical sanction Number should be assigned to the estimate and the date of Technical sanction is noted on the estimate.
- **1.2.7** The Technical sanction should be accorded duly written up the cost of estimate in figures and words along with the Head of Account in full, viz., Major Head, Minor Head, Sub-head, Group head, Detailed head, Sub-detailed head, etc. to which the expenditure on account of the estimate is to be charged and also indicating as "Plan" or "Non-Plan" expenditure by the competent sanctioning authority and the classification should be correct and available in the budget.

Note:- 1. Further, the break up values of various components of the estimate as indicated below is desirable to be furnished below the Abstract estimate;

1.	Material component	 Value
2.	Labour component	 Value
3.	Total L.S. provisions	 Value
4.	Land Acquisition	 Value
5.	Any other components	 Value

The above will facilitate working admissibility of provision of VAT, LI & L.A., etc., and also to find out EMD payable / BG value to be obtained, value of work component (for verifying amounts of excess / less on account tender excess / less percentages and in Revised estimates)

1.2.8 Loss on account of any calamity like fire, flood, or due to any other cause other than fair wear and tear, the Government servant in the immediate charge of the property should report the matter at once to his immediate superior and to the A.G. in A.P.F.C. Form 20 which is mentioned hereunder. (**Ref:- Article 299 of A.P.F.C.**)

A.P.F.C. Form 20

Report of 'damage to immovable Government property to be sent to the Accountant-General.

- 1. Department
- 2. Locality.
- 3. Description of the property damaged.
- 4. Cause of the damage.
- 5. Book value of the damaged portion of the property.
- 6. (a) Is it proposed to replace or reconstruct the damaged portion?(b)If so, what is the estimated cost of the replacement of reconstruction?
- 7. If it is not proposed to replace or reconstruct the damaged portion of the property, what is the amount to be written off the capital value of the property in the accounts (This should be estimated in the absence of the record book value).
- 8. What action is being taken to effect the write-off, if any, mentioned as being necessary in item 7 above?

1.3.0 Provisions:-

1.3.1. L.S. Provisions towards P.S. and Contingencies are not admissible to be provided, since the salaries of Work-charged establishment charges are being met separately from the head '270/273 Work-charged establishment' (or) '530/534 Work-charged establishment', as the case may be.

Note:- (a) The salary etc. of drivers of inspection vehicles engaged from W.C.Estt., is not to be charged to the object head 510 - Repairs & Renewals, but should be charged to W.C. Estt., only and Repairs and Renewals charges alone are to be charged to 510 - R & R. So, it should be noted that when expenditure is incurred for the vehicle, a sanctioned estimate is always necessary.

b) In so far as payment of Work-charged establishment salaries is concerned, the estimate for vehicles need not be insisted upon in view of the changes stated above.

- **1.3.2** L.S. provision towards 'unforeseen works' shall not exceed 2% of estimated cost of the works portion only. When found necessary, this provision can be utilized for such of the works required by the administrative authority and which are essential for the fulfillment of the precise object for which the estimate for the main work is intended. For this purpose, a working estimate shall be sanctioned by the **Executive Engineer up to a limit of Rs.2500/-** for each item and by the Superintending Engineer beyond this limit
- **1.3.3.**Provision towards **Value added Tax** (VAT) is to be provided as per the VAT Act (came into force from 1-4-2005) and as per the instructions / orders issued from time to time by the Government / other appropriate authority. As perthe Act and as per the instructions of Government provision has to be made @ 4% towards VAT in the data of the estimate, where the value of material component in the work is more than 10% of the total value of work. In respect of ongoing works, the difference between VAT (4%) and S.T. provided earlier (Say, 1.4% / 2.8%, as the case may be) shall be provided in the revised estimate / work slip. The above 4% provision towards VAT on works contracts only.
- (Ref: 1. Minutes of meeting dated 27-4-2005 of the Principal Secretary, Finance (W&P) Department communicated in Govt. D.O. letter No.629/F.8 (1) / 05-2, Finance (W&P) Department, dated 9-5-2005 of the DFA., 2. Govt. memo.No.70541/F.8(1)/2005-1, Fin (W&P) Dept., dt.23-6-2005.
 3. G.O.Ms.No.11 Finance (W&P): F.8) Dept., dated 29-7-2005.
 (Please see page No.125 for latest rule position)
- **1.3.4.** Labour importation and Labour Amenities (L.I & L.A.): Provision towards L.A & L.I @ 13% was being allowed earlier, provided that the value of Labour component in the estimate exceeded Rs.5 lakhs with the approval of the C.E. concerned vide G.O.Rt.No.868 I&CAD (P.W.Reforms) Department dated 25-11-2004. Now as per latest orders, Labour Importation @ 10% alone shall be allowed, provided that the Labour component on items of work excluding cost of materials works out to more than Rs.20 lakhs on the basis of certificate of Executive Engineer that local labour available is not adequate and subject to approval of Chief Engineer concerned. In regard to Labour Amenities @ 3%, the

position as per G.O.Rt.No.868 I&CAD Department dated 25-11-2004 referred above shall continue until further orders.

(*Ref: G.O.Ms.No.7 Finance (W &P : TS:F.(8) Dept., dated 20-6-2005).* (Please see page No.129 for latest rule position) **1.3.5.** Seigniorage charges:- Provision towards seigniorage charges may be provided in the estimate as per the Act and as per the orders issued from time to time by the Government / other appropriate authority.

(Ref: G.O.Ms.No.217 Industries & Commerce (M.I.) Department dt.29-9-2004.)

(Please see page No.125 for latest rule position)

1.3.6 Insurance charges:-In regardto provisiontowards Insurance in the estimate, Only a L.S. provision may be made in the Abstract Estimate and not in the data of the estimate. **This L.S. provision shall be made considering the agreement period and the defects liability period of 2 years by obtaining the details of insurance from the Insurance organizations.**

Ref: 1. G.O.Ms.No.195 PR & RD (Prog.II) Department dated 10-5-1999. 2. G.O.Ms.No. 8 TR&B (R.I) Department dated 8-1-2003.
3. G.O.Ms.No.94 I&CAD (PW.Cod) Dept., dated 1-7-2003 (Please see page No.126 for latest rule position)

1.3.7 Technical personnel charges:- L.S. provision may be made in the abstract estimate towards expenditure to be incurred by the contractor on engaging Technical Personnel based on the number of persons to be indicated in Tender schedules (as per the orders issued by the Government in this regard) and permissible wages as per SSRs only.

Ref: 1. G.O.Ms.No.195 PR & RD (Prog.II) Department dated 10-5-1999. 2. G.O.Ms.No. 8 TR&B (R.I) Department dated 8-1-2003. 3. G.O.Ms.No.94 I&CAD (PW.Cod) Dept., dated 1-7-2003

The yardsticks prescribed for employment of Technical Personnel are as follows:

Cost of work (Put to tender) Scale of TechnicalStaff:

From Rs.50,000 to 1,00,000	1 - I.T.I. Candidate.
Between Rs.1,00,000 & 5,00,000	1 - Diploma Holder;
Between Rs.5,00,000 & 15,00,000	1 - Graduate Engineer (or)
	2 - Diploma Holders;
Above Rs.15,00,000	1 - Graduate Engineer +
	1 - Diploma Holder.

In case the Contractor himself is Diploma Holder / Graduate Engineer, no Technical Agent need be appointed for works costing upto Rs.5,00,000 / above Rs.5,00,000 respectively.

Ref: Govt. memo.No.1434 / C-1/78-18, TR&B (C.1) Dept dated 30-12-1980.

- **1.3.8** Q.C. charges:- L.S. Provision towards Q.C. charges @ 0.50% may be made in the Abstract estimate as per the instructions of Q.C. wing in respect of the works taken up by the P.R. and R.W.S. & S Department.
- **1.3.9Price escalation:-**In regards to provision towards price escalation a L.S. provision may be made in the Abstract estimate for steel and Cement to compensate the price variation.
 - 1. The price adjustment will be applied irrespective of cost estimates and time period.
- 2.Price adjustment shall apply only for the work carried out with in the agreement period and shall not apply to work carried out beyond the agreed period of completion.

3.However, the price adjustment shall be applicable for valid extension given fornatural calamities duly limiting to the actual period / days lost and for portion of work where work is delayed due to land acquisition/shifting of utilities (this shall alsobe limited to actual length affected.

4. The price adjustment shall be applicable from the date of agreement for all those ongoing works for which final bills are not taken by the contractors as on the date of issue of these orders.

5. Price adjustment shall be applicable for actual components of items of works actually carried out during the period of the bill.

6. The price variation clause will be applicable, when the variation in rates will be allowed only as per rates approved and communicated by the Board of Chief Engineers of standard schedule of rates.

7. For Indiramma Housing programme, the required increase will be Rs.3,000/per unit for rural and urban individual housing. For G + Housing Board houses taken up by the A.P. state Housing corporation and Rajiv Swagruha programme the adjustment scheme will be applicable to meet the price contingency.

8. The price adjustment scheme will be applied in all cases where the variation between the estimates rates and Board of Chief Engineers approved rates (increase or decrease) is more than 5% for the month.

These orders are applicable for all contracted works of the Government of AndhraPradesh and corporations, local bodies and Government Undertakings, Tirumala Tirupathi Devasthanams etc.,

(*Ref: G.O.Ms.No.94 TR & B (R1) department dated 16-4-2008*) (Orders issued in the above G.O. will come into effect from01-03-2008) (Please see page No.126 for latest rule position)

1.4.0 In regards to price variation towards HDPE/PVC pipes, a L.S. provision may be made in the Abstract estimate to compensate the price variation.

- 1. For the work involving HDPE/PVC pipes, excess or less amount will be worked out based on the prevailing cost of raw materials (Excluding taxes & freight charges) and approved.
- 2. The amount arrived due to increase or decrease in the rates approved as above for the month in which the pipes are procured by the contractor will be added or deducted as the case may be in the bill of the contactor prepared with agreement rates and net amount will be paid. The date of variation in price of resin cost of pipes (for payment) is to be considered 30 days before the date of quality control inspection officer date.
- 3. The clause of price variation is applicable only when the work is in progress as per original programme schedule.

(Ref:- Chief Engineer, (RWS) PR, Hyderabad memo No.SSR/RWS/Plg.99 Dated 16-11-99.)

1.5.0 Earth work Excavation:-

- **1.5.1** a) In the case of Earth work Excavation for quantity exceeding 1,000 cum, Machineryrate has alone to be adopted with relaxation on the following (5) five items of works;
 - *(i)* Earth work excavation for seating to liningfor a depth of 0.10 M to 0.15 M for canals/channels.
 - (ii) Removal of silt and slushy soils from the canals/channels where depth or removal is less than 0.30 M.
 - (iii) Earth work excavation for restricted foundation for small structures, building foundations etc.,
 - *(iv)* Silt in slushy soils removal in lined canals, where movement of machinery is restricted.
 - (v) Earth work excavation for model sections, chutes etc, where the movement of machinery is restricted.

Ref: 1. G.O.Ms.No.134 I&CAD (PW.Cod.) Dept. dt.25-11-2002. 2. G.O.Ms.No.94 I&CAD (PW.Cod.) Dept. dt.1-7-2003.

b) The Machinery rates to be adopted for different kinds of Earth work excavation are as follows.

For excavation in all soils upto S.D.R.	: Rs.13.00/ cum.,
For excavation in HDR I&II	: Rs.19.50/ cum.,
For excavation in F & F rock	: Rs.43.50/ cum.,

For excavation in Hard rock and boulders of more than 3 cum in size requiring blasting by machinery : Rs.87.00/ cum.,

(Ref: G.O.Ms.No.10 Finance (W&P:F(8) Dept., dt.26-7-2005.)

Note:- Re-handling charges 50% of machinery rate. Ref: As per SSR of 2008-09.

1.5.2 Lead for cement, steel, HDPE/PVC pipes etc., shall be provided as per actuals only. Providing departmental stores issue rate for items from supply point to Departmental stores and again from Departmental stores to work site shall be avoided, since the supply of these commodities by the department to the contractors are already dispensed with and since the agency concerned has to procure the same from the local market at his own cost.

1.6.0 POWERS OF TECHNICAL SANCTION:-

1.6.1 Powers of Technical sanction are as under:

Executive Engineers	Up to Rs.10 lakhs
Superintending Engineers	Up to Rs.50 lakhs
Chief Engineers	Upto the value of Administrative approval

Ref: 1. G.O.Ms.No.195 PR & RD (Prog.II) Department dated 10-5-1999. 2. G.O.Ms.No. 8 TR&B (R.I) Department dated 8-1-2003. 3. G.O.Ms.No.94 I&CAD (PW.Cod) Dept., dated 1-7-2003

In addition, in P.R. Department including R.W.S. & S Department, the following are the powers of the Deputy Executive Engineers and Assistant Executive Engineers/Assistant Engineers.

1) Assistant Executive Engineers/Assistant Engineers Upto Rs.25,000/-		
2) Deputy Executive Engineers	Upto Rs.2,00,000/-	
3) Executive Engineers	Above Rs. 2.00 lakhs to Rs.10.00 lakhs	
4) Superintending Engineers	Above Rs.10.00 lakhs to Rs.50.00 lakhs	
5) Chief Engineers	Above Rs.50.00 lakhs.	

Ref:-1. G.O.Ms.No.195 PR & RD (Prog.II) Department dated 10-5-1999.

1.7.0 Revised Estimates:-A revised technical sanction must be obtained whenever it is likely exceed the estimate by more than the powers of the officers to pass excess (after deducting such excess as the authority is competent to pass viz., 5% / 10% /

15% excess by EE / SE / CE respectively and also after excluding the tender excess, if any)over expenditure for any reason other than tender premium or whenever material developments necessitating revised administrative approval occur. (**Para 214 'D'** code read with G.O.Ms.No.242 PWD dated 11.2.96 and G.O.Ms.No.292 TR&B Dt. 8.9.80)

- 1.7.1 The terms 'Working estimate' / 'Modified Estimate' / 'Comparative statement' shall not be used when the estimate needs to revised. Only correct terms viz., 'Revised Estimate' or 'Work-slip' should be used when an estimate is revised, since these terms are only identified in the codes.
- 1.7.2 In approving / passing of excess expenditure included in the Revised Estimate /work-slip, only tender excess shall be deducted from the total value of the RE / WS, while working out the percentage of excess or less with reference to the Original estimate value for the purpose of verifying the powers vested in the authority competent to approve such revised estimate / work-slip, because only premium (denoting excess over original price and denoting the opposite meaning of 'discount') is to be deducted for the above purpose as per G.O.Ms.No. 292 TR&B (C.I) Dept., dated 8-9-80 and it is therefore follows that the discount offered in discounted tenders (ie., minus tenders) shall not be reckoned nor utilized for additional works.
- (Ref: Minutes of the meeting dt.15-12-2003 of the Principal Secretary to Govt., Finance (Works & Projects) Dept., and communicated vide Govt., U.O., Note No.3274/F.8(1)/03, Finance (W&P) Dept., dated 26-12-2003 & U.O. Note No.14/F.8(1)/2004-1, Finance (W&P) Dept., dated 13-2-2004 of Principal Secretary).
- **1.7.3** A Revised Estimate /Work-slip is necessary where there is variation compared to the original estimate, even if it be by way of reduction in the quantities by way of substantial variations in quantities or in the value of the estimate, etc., because the said + / variations have to be explained in the Revised Estimate / Work-slip (or) completion report, as the case may be, by the competent authority. Also all deviations should have the approval of competent authority through necessary revised estimate / work-slip.

(*Ref: Paras 214 and 215 of A.P.P.W. 'D' code and G.O.Ms.No.169 TR&B (C.I.) Dept., dt.25-5-1981.*)

1.7.4. Where substantial variations / alterations are contemplated (even if, such change does not result in increase in the estimate cost) after sanction of the estimate, orders of the original sanctioning authority are required and a Revised Technical sanction shall be accorded.

(Ref: para 187 of A.P.P.W. 'D' code.

- **1.8.0** Completion Report:-When the work is closed/completed a completion report should be submitted to the competent authority. The reasons for the excess expenditure should be stated in the completion report and the sanction of the competent authority should be obtained for the excess expenditure.
- 1.8.1 A detailed completion report in P.W.A. form No. 44 needs to be prepared and furnished in respect of works on which the outlay has been recorded by sub-heads. (*Ref: para 216 of A.P.P.W. 'D'code*).
- **1.9.0 Tender procedures:**-After sanction of the estimate for a work, tenders (from appropriate class of contractors, depending on the value of work involved) are called for, where necessary by issue of tender notice and lowest tender (ie., the tender with the lowest rates) is accepted, subject to the delegation of powers of the concerned). The tender accepting authority will record on the comparative statement the acceptance in figures and words and percentage excess / less under his signature.
- 1.9.1 The term of a contract must be precise and definite and there must be no room for ambiguity or misconstruction there in. No condition involving an uncertain or indefinite liability or any condition of an unusual character should be entered into without the previous consent of the competent financial authority. (Ref:- Para 152 / A.P.P.W. 'D' code).
- 1.9.2 The Engineers and their sub-ordinates are responsible that the terms of contract are strictly enforced and that no Act is done tending to invalid or weaken a contract. All agreements entered in to with the department by contractor for the execution of works are exempted from stamp duty. (Ref:- Para 153 /A.P.P.W. 'D' code).
- 1.9.3 In respect of tenders accepted by the authority above S.E., (ie., by C.E. / ENC or by Tender committee / Commissioner of Tenders), the agreement is concluded by the Superintending Engineer and in such cases the value of the accepted tender and percentage of excess / less, etc., are indicated along with reference in the check-slip of the agreement.

Note:- Where a tender, other than the lowest is accepted, the officer concerned should record the reasons for doing so and also send up a report to the next authority substantiating his action and all the connected records in support of his action shall be made available to the Inspecting Officer of the department and the Inspecting Officer of Audit.

(Ref: Article 193 / APFC Vol.I)

1.9.4 Tenders should be invariably calledfor, for works costing Rs.5000/- and above and the tender notice should be contain all the points covered by the G.O.Ms.No. 94 I&CAD Dated 1-7-2003.
 (*Ref:- Note-1 Para 154 of 'D' Code read with G.O.Ms.No.361 TR&B Dept.,dt.2-9-*

(Ref:- Note-1 Para 154 of 'D' Code read with G.O.Ms.No.361 TR&B Dept., dt.2-9-1985.) 1.9.5 Tender notices for all works costing more than Rs.10,000/- should be published in the Tender Digest (applicable to irrigation department including projects)

(*Ref:* G.O.Ms.No.362, Irrgn., Dept., Dated 12-08-1981 / G.O.Ms.No. 166 I & PD (PW) dept. dated 05-07-1988.

- 1.9.6 For works costing more than Rs.10,000/- upto Rs.5.00 lakhs notices calling for tenders should be published in two local Telugu dailies.
- 1.9.7 For the works costing Rs.5.00 lakhs and upto Rs.50.00 lakhs, the tender notice should be published in the District edition of two telugu dailies with largest circulation.
- 1.9.8 For work costing more than Rs.50.00 lakhs, the tender notices shall be published in one Telugu daily and one English daily having largest circulation at the state level.

(*Ref:* 1.G.O.Ms.No.477 PR & RD Department dated 12.11.1998.) 2. G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.

1.9.9 Minimum time limit for receipt of tenders is **14 days** for the first call from the date of publication of Tender notice and **7 days** for the second call.

(Ref: G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.

- 1.9.10 While calling for tenders / while awarding work to a contractor, proof of registration under VAT should be insisted in respect of all works costing more than Rs.5.00 lakhs and a copy of such Registration certificate of VAT (with TIN number) shall be annexed to the agreement.
 - (*Ref:* 1. *Minutes of the meeting held on* 27-4-2005 *by the Principal Secretary, Fin.* (W&P) Dept., and communicated by the DFA vide D.O.Lr.No.629/F.8 (1)/05-2, dated 9-5-2005.
 - 2. G.O.Ms.No.11 Fin. (W &P: F.8) Dept., dated 29-7-2005).
- 1.9.11 The powers of calling for tenders and acceptance of tenders are the same as powers vested with departmental officers (See: 1.6.1 under estimates) but in the case of acceptance of tenders for work costing above Rs.200 lakhs the tenders are decided by the Commissioner of Tenders.

(Ref: G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.

Note:- However all agreements above Rs.10.00 lakhs (including for the tenders decided by the C.E / E.N.C or the Commissioner of Tenders) are concluded by S.E only for any value.

- 1.9.12 Chief Engineer shall finalise tender up to works costing Rs.200 lakhs and for works costing above Rs.200 lakhs tenders are decided by the Commissioner of Tenders.
- 1.9.13 Works costing up to Rs, 10.00 lakhs, the existing procedure for calling tenders may be followed duly collecting EMD in the form of crossed demand draft at the time of filing tender schedules. The eligibility criteria shall not be made applicable for these works.
- 1.9.14 **'e' procurement** shall be adopted for all works costing above Rs.10.00 lakhs in P.R. Department including R.W.S. & S Department.

(Please see page No.129 for latest rule position)

1.9.15 Negotiations with the contractor for prompting him to reduce his quoted rate is dispensed with.

(Ref: G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.

- 1.9.16 Maximum permissible excess tender premium is 5% and for less tenders (discounted tenders) difference between quoted rate value and 75% of estimated value put to tender, ASD should be collected by way of either bank guarantee or demand draft, so that if 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.
 - (Ref:-1. G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.
 - 2. G.O.Ms.No.133 I&CAD (PW: reforms) Dept., dated 28-11-2004. (Tender premium reduced from 10% to 5%)
 - 3. G.O.Ms.No.195 P.R. & R.D (Progs-II) Dept., dt.10-5-1999.
 - 4. G.O.Ms.No.17 Fin. Dated 6-2-2004, (ASD collection changed to 75% less than estimate.)
- 1.9.16 The percentage excess vested with the authorities for acceptance of tenders is as follows:-

By Deputy Executive Engineer ~~ At estimate rates / Below estimate rates (Applicable to P.R.Department including R.W.S. & S Department)

By Executive Engineer	~~	Upto 5% excess over estimate rates. (In R.W.S. & S Department, no such excess is allowed at present)
By Superintending Engineer	~~	Upto 5% excess over estimate rates.
By Chief Engineer	~~	Upto 5% excess over estimate rates.
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By tender committee/Commissioner of tenders ~~~ Upto 5% excess over estimate rates.

Ref:-1. G.O.Ms.No.1007 TR & B (C.I) Dept., dated 5-11-1976 read with latest

1.G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.
2. G.O.Ms.No.133 I&CAD (PW: reforms) Dept., dated 28-11-2004. (Tender premium reduced from 10% to 5%)
3. G.O.Ms.No.195 P.R. & R.D (Progs-II) Dept., dt.10-5-1999.

1.9.17 Before a work is given out on contract, the authority competent to accept the contract must prepare "**Contract documents**" duly enclosing a complete set of drawing showing the general dimensions of the proposed workand details of works (with complete specification and reference of A.P. Detailed standard specifications and its addend volume) to be done under L.S. items in the schedule to the agreement as detailed below:-

Part – **I:**-Schedule – A (ie., Description of every item, Specification No. Quantity, Rate, Unit, and amount of each item are included in Schedule – A of the agreement) comprises the total value of all the working items.

- **Part II :-**L.S. Provisions, towards insurance premium and engagement of Technical Agents, etc.,
- Note:-The tenders shall quote the tender excess or less on the total value of work to be done and shown in Part – I only and**no percentage excess / less is allowed on items** in Part – II. In the Agreement concluded also, the two parts should be exhibited distinctly and separately and both the values put together (part – I with tender percentage excess / less and part – II without tender percentage excess / less) comprise the total value of the agreement.
- *Ref:* Para 151 of A.P.P.W. 'D' Code and G.O.Ms.No.94 I &CAD (PW:Cod) Dept., dated 1-7-2003.

<u>CHAPTER – II</u>

2.0.0 PROCEDURES ON ACCEPTANCE OF TENDERS AND CONCLUDING OF AGREEMENTS.

- **2.1.0** Single tender shall not be normally accepted. If single tender is received for a work action has to be taken to recall the tenders giving wide publicity by sending copies of all Divisions / Circles, publishing in News papers etc., as prescribed by the Government. Even after such recall, only a single tender is received, the single tender can be accepted, provided the following exceptions. (subject to limit of delegation of powers to accept the tender at the quoted excess / less).
 - 1. The work is of emergent in nature,
 - 2. The further tender calls are considered fruitless.
 - Ref:- 1. Para 154 of 'D' code. 2. Govt. memo. No.1763 –D/70-3, PWD (PW) dated 30-9-1970. 3. Govt. memo.No.1720-D/72-6, PWD (PW) dt.27-10-1972.
- 2.1.1. The tenders accepting authority should always be reserved to reject any or all of the tenders so received without assigning any reason, but this should be stated in the advertisement invariably. (Ref: Para154 'D' code).
- 2.1.2. Once a contractor buys a tender schedule he shall not be permitted for return the schedule. After buying a tender schedule by the contractor / Agency and does not tender for the work, his EMD shall be forfeited (Cash or Bank guarantee or both).

(Ref:- G.O.Ms.No. 94 I &CAD (PW:Cod) Dept., dated 1-7-2003.)

2.1.3 The lowest tender / bidder backs out at the time of agreement his EMD shall be forfeited duly suspending the business for a period of one year with all the departments in A.P. in respect of conventional tenders also under intimation to all the concerned Departments.

(Ref:-G.O.Ms.No.259 TR&B (Roads.V) Department dated 06-09-2008.)

- 2.1.4. The authority competent to accord technical sanction up to a certain value is competent to conclude the agreement upto that value. However in the case of tenders accepted by the authority above Superintending Engineer, ie., C.E / ENC etc., agreement is concluded by the Superintending Engineer for any value.
- 2.1.5 In the case of emergent works, like breach-closing work of a tank in Irrigation Department / Flood relief work, the officer concerned should report the facts at

once to his immediate superior and the Accountant-General (In form No.20 mentioned under 1.2.8) and where the work is entrusted to a contractor, atleast a "Written Order" in appropriate form signed by both the officer concerned (under the orders of the competent authority) and the contractor for execution of the work at estimated cost (to be worked later) and a formal Agreement (K-2 / L.S) shall be concluded later by the competent authority with the contractor, but at the earliest opportunity and soon after a detailed estimate has been sanctioned by the competent authority etc., and the said "Written Order" forms part of the formal agreement so concluded.

(Ref:- 1. Para 177 / A.P.P.W 'D' code. 2. Article 170 / A.P.F.C. Vol. I.

2.1.6 If any work is proposed to be entrusted on nomination (by dispensing with tenders) it is to be entrusted at estimate rates only, it can be done so only in the case of emergency or other reasons to be recorded as per the delegation of powers given below.

Executive Engineers	~~~	Rs.20,000/-
Superintending Engineer	~~~	Rs.50,000/-
Chief Engineers	~~~	Rs.1,00,000/-

- (Ref:- Note 1 below para 154 / APPW 'D' code read with G.O.Ms.NO.1007 TR&B (C.1) Dept. dated 5-11-1976.)
- Note:- Works in the nature of annual maintenance of works like white washing / painting to buildings, etc., / similar works shall not be entrusted on nomination, since tenders could be called for in advance for obtaining competitive rates.
- 2.1.7 The works costing upto 5.00 lakhs (Rupees five lakhs only) shall be entrusted on **nomination basis to works committee like** Habitation Level Committee (HLC) / Habitation works Committee / Village Level Committee etc.

(These orders shall be applicable to P.R. & R.D. and R.W.S. & S Departments)

(*Ref:-1.G.O.Ms.No.37 P.R. & R.D. (Progs.TA) Department dated 18-02-2005.* 2.G,O.Ms.No.198 P.R. & R.D. (R.W.S.I) Department dated 03-06-2005.

2.1.8 When tenders are dispensed with in the case of contacts exceeding Rs.20,000/- a report should be made by the officer entrusting the works on nomination to the next higher authority indicating the reasons for dispensing with the tenders.

(Ref:-Note – 1 Below para 154 / A.P.P.W 'D' code.)

2.1.9 Date of commencement / Start date of work is the date of signing the Agreement.

(Ref:-G.O.Ms.No. 94 I &CAD (PW:Cod) Dept., dated 1-7-2003.)

2.1.10 In the case of **Placing Purchase Orders** for supply of materials, the terms and condition should be specific with time limit etc., (Details in this regard may be traced into G.O.Ms.No.603 TR&B Dept., dated 1-7-1976.

It should be verified whether there is any ambiguity in any condition or any variance / contradiction between one condition and another in the agreement. *Note:*- At present the contractor has to procure the principal construction materials like cement, steel, bitumen, sand, metal soils etc., shall be continue at his own cost.

2.1.11Rules and instructions governing Purchase of Stores – Rule III. 7 under Article 125 APFC vol. I

The rules and instructions governing the purchase of stores and calling of tenders are envisaged in Article 125 of A.P.F.C. Vol - I. The estimated value of the orders for Open Tenders / Limited Tenders / Singles Tender is very much low when compared to the present rates and it is not sufficient to cater to needs of Tender procedure. Government have examined the issue in detail and after careful examination of the matter, the following amendment is issued to existing provisions under Article 125 of A.P.F.C. Volume – I.

Article 125 Instructions 8:-

Rule III does not preclude the use of limited or single tenders. The Open Tender system ie., invitation to tenders by public advertisement should however be used as a general rule and must be adopted, subject to the exceptions mentioned instruction 13 under this rule, whenever the estimated value of the order to be placed is Rs. 5.00 lakhs or over.

Note: Any splitting of work to remain within the limit will be viewed seriously and action taken. Even for tendering above Rs.5.00 lakhs only a small advertisement can go in the newspaper and further details can be part of website whose address can be mentioned in the newspaper. Lengthy advertisements in newspapers may be avoided.

Article 125 Instruction 9:-

Limited tender System:- This system should ordinarily be adopted whenever the estimated value of the order to be given is less than **Rs.5.00 lakhs**.

Article 125 Instruction 11:-

Single Tender System:- This system may be adopted in the case of a small order, or when the articles required are of a proprietary character and competition is not considered necessary. For this purpose a small order means an order the value of which does not exceed **Rs.10,000/-**or, if more than one kind of article is ordered at one time, an order the total value of which does not exceed **Rs.20,000/-**.

Article 125 Instruction 13:-

The limited tender system may be adopted instead of the **OPEN TENDER** system even when the estimated value of the order to be given is in excess of the limits **Rs.5.00 lakhs**

(Ref:-G.O.Ms.No.489 Finance (TFR.I) Department Dated 8-12-2008.)

2.2.0 Procedure relating to collection of EMD / Securities.

2.2.1 This is a safeguard to minimize the risk of losses so as to enable recovery for the loss sustained from the contractors.

The Government will have the right to confiscate the E.M.Ds/Securities collected from the contractors in case of breach of contract etc.,

In order to ensure that the contractor performs the contract as per the terms and conditions of the agreement and that he does not default in executing the work, deposit is obtained from him along with the tender (at a specified percentage worked out on the value of work put to tender) and retained with the Government as security and this deposit is known as "Earnest Money Deposit" (EMD) / Performance security.

Note:- Collection of EMD applies even to quotations / tenders called for, for purchase of materials.

- 2.2.4 In addition to this EMD, further security is also 'withheld' @ 7.5% on the total value of work done (recovered and kept under work without taking it to 'Deposits' of the Government) from each intermediate bill of the contractor.
- 2.2.5 In the final bill of the Contractor, 2.5% of the Security is recovered and kept under 'Deposits' of the Government (Out of 7.5% withheld upto pre-final bill 5% will be released). This deposit is released only after the 'Defects Liability period' (also known as 'Observation period') is over and this deposit is called 'Further Security **Deposit'**.
- **2.2.6** Where the contractor quotes abnormally less rates (normally beyond 25% less than the estimate cost), the department obtains additional Deposit (normally equal to the difference between the quoted value of the tender and the value of work at 25%) in order that the contractor does not go away after executing beneficial items or other reasons and this Deposit is known as 'Additional Security Deposit'(A.S.D.). This is normally released after completion of the work or as specified in the conditions of the Agreement.

(Ref:-1. G.O.Ms.No.94 I&CAD (P.W. Cod.) Department dated 1-7-2003.

2. G.O.Ms.No.133 I&CAD (PW. Reforms) department dated 28-11-04.

(Tender premium reduced from 10% to 5%)

3. G.O.Ms.No.17 Finance Department dated 6-2-2004.

(Collection of ASD changed to 75% less than Estimate cost) (Please see page No.131 for latest rule position)

2.2.7 The rates of EMD and FSD to be collected from a contractor are as follows.

EMD is to be collected @ 2.5% for L.S. contracts and @ 1.5% for K-2 contracts (on the value of work put to tender in both the cases) and in the manner as prescribed in the **Tender Schedules.**

EMS / ASD shall be in the form of valid D.D. obtained (preferably from nationalized / Scheduled Bank) in the name of the Pay and Accounts Officer concerned only. Bank guarantees are also accepted towards EMD / ASD and they should be obtained in the name of the Agreement concluding authority only. But, for works costing upto Rs.50.00 lakhs, EMD shall be in the form of DD only and B.G., is not acceptable and the D.D. has to be submitted along with the tender schedules.

For K-2 Contracts	~~~ FSD is @ 3.5% till the value of work done is 66-2/3 times the value of E.M.D. and 5% thereafter.
For L.S. Contracts	 Withheld and kept under work @ 7.5% in the intermediate bills and in the Final bill, FSD @ 2.5% (on the total value of work done as per the Final bill, ie., duly releasing 5% withheld amount) is recovered and kept under 'P.W. Deposits' ie., 8443 Civil deposits.

(*Ref: para 157 / A.P.P.W. 'D' code, read withG.O.Ms.No.94 I&CAD (P.W. Cod.)* Department dated 1-7-2003. *& G.O.Ms.No.142 I&CAD (PW: Reforms) Dept., dated* 20-12-2004 (BG facility applicable only for works costing above Rs.50.00 lakhs).

Note:- In the case of Externally aided works, the F.S.D is withheld @ 6% on the value of work done (instead of @ 7.5%), subject to a maximum of 5% of Agreement value from each intermediate bill.

Collection of E.M.D. from Contractors for works let out on nomination.

E.M.D. should be collected even for the works entrusted on nomination as in the case of K2 contracts. In case where 2.50% towards E.M.D. is not collected in advance ie., at the time of concluding Agreements, E.M.D. @ 5% should be deducted from each bill.

(Ref:- Para 159 (1) of A.P.P.W. 'D' code).

2.2.8 DDs / BGs towards EMD / ASD should be received in P.A.O's office along with the copy of the Agreement. It should be seen whether the DDs are adjusted to Government account and whether the B.Gs are in order and in currency and necessary care is taken by the Department. The following need special mentioned on D.Ds & B.Gs.,

D.Ds.,:-

- 1. D.Ds shall be in the name of the P.A.O concerned (since they are to be adjusted in the cash book of the concerned Executive Engineer and Account book of P.A.O.
- 2. D.Ds are obtained preferably on Schedule Banks.
- 3. D.Ds shall be in currency.
- 4. The amount of DDs agrees towards 1% EMD(at the time tender)/ 1.5% EMD (at the time of Agreement (or) FSD (or) ASD, as the case may be;

B.Gs:-

- 1. B.Gs shall be in the name of the Agreement concluding authority, viz., Executive Engineer / Superintending Engineer and not in the name of the P.A.O., because of the following reasons:
- a) The P.A.O., does not possess the authority to discharge the liability and it is vested with the Executive Engineer / Superintending Engineer only.
- b) The P.A.O., is only custodian of the Bank Guarantee;
- c) No adjusting element is required to be done in the Cash Book or Accounts of P.A.O., on receipt of the B.G.,
- 2. B.Gs are desirable to be obtained from Nationalized Banks / approved list of the Government (ie., other than banned Banks) and B.Gs from Co-operative Banks / Grameena Banks shall be entertained.
- 3. B.Gs towards E.M.Ds for works costing upto Rs.50.00 lakhs are not acceptable.
- 4. The genuineness of the B.G. shall be verified by the Agreement concluding authority (Executive Engineer / Superintending Engineer / other appropriate authority who received the B.G at the time of receipt of tenders / conclusion of Agreement and a certificate to the following effect shall be affixed on the reverse of the B.G.,

Certified that the genuineness of the B.G bearing No......dtdt for Rs......dt year of Bank Branch and Address) obtained by Sri(Full Name of Bank Branch(Contractor) for the work(Name of work), under Agreement No......dt. has been verified with the Bank concerned vide Bank reference No......dt.and found to be correct and genuine and hence accepted. (*Ref: Govt. Memo.No.4-932-A/185/A -2 /WA-I/98, Finance & Planning (FW-WA-I) Dept., dated 17-9-1998)*

- 5. The B.G. should be obtained on Non-Judicial stamp paper of worth Rs.100/-
- 6. The B.G should indicate the Full name of work, Agreement No. and date and contractor's Name etc.,
- 7. The purpose for which the B.G. is issued viz., towards / Performance Security / Earnest Money Deposit / Further Security Deposit etc., shall be indicated in the B.G. both in figures and words;

2.3.0 Supplemental Agreements:-

- 2.3.1. The contractor is bound to execute all supplemental items of works that are found essential incidental and inevitable during execution of main work. The payment of rates for such supplemental items of work will be regulated as under.
 - a) Supplemental items directly deducible from similar items in the original agreements.
 - b) The rates shall be derived by adding to or subtracting from the agreement rates of such similar items, the cost of difference in quantity of material or labour between the new items and the similar items in the sanctioned estimate with which the tenders are compared, plus or minus overall tender percentage.

c) Where quantity is excessively executed in respect of an individual item, the supplemental rate shall be estimate Rate (+/-) overall tender percentage (or) Agreement rate (Main agreement) whichever is less:

Where an item is new, but similar to the item existing in the main agreement, the rate payable for such item is derived under 'deducible' methods which is elucidated hereunder.

Estimate rate adopted for the old item (as adopted at the time of calling for tenders)	} }	: X
(Deduct /Add) Difference in cost of materials and labour charges due to change in specification between the old item and new item $(+/-)$ over all tender percentage on that difference	} } } }	: Y
Total $(X + Y)$ ie., Rate payable for the new 'Similar	r item '	Z

d) <u>New Items</u>:- Where the new items is purely new item (ie., not found in the original estimate), the rate payable shall be S.S.R. rate (ie., S.S.R. of the same year with which the original estimate was prepared and tenders were compared) for that item (+ / -) over all tender percentage.

(Ref:Para 176 (b) of A.P.P.W. 'D' code.)

- 2.3.2 Whenever excess quantities are executed over and above that provided in the original estimate and the Agreement as authorized extras and also whenever new items are executed duly authorized, necessary **Supplemental Agreement** shall be entered into and necessary data showing the method in which the rates in the Supplemental Agreement have to be derived along with Revised Estimate / Workslip, wherever necessary sanctioned by the competent authority.
- 2.3.3. All main (Original), Supplemental Agreements and Written under-standings shall be concluded on Non-Judicial Stamp paper of appropriate value.

If the supplemental items viz., New (similar purely new items) of a work are found to be 'contingent' on the original/main contract then only they are to be treated as 'authorized extras' and they can be got executed by the same agency and paid at the rates derived in accordance with the terms and conditions of the original / main agreement for payment of such items.

- 2.3.4 If the Supplemental Items (Similar purely new items) of a work are found to be 'not contingent' on the main Contract (ie., if they can be got executed independently through another agency), such items shall be treated as 'Additional items'.
 - (a) Such additional items shall be let out only on call of Tenders;
 - (b) And however, such 'additional items' are proposed to be got carried out by the same agency, they can be so entrusted, but at Estimate rates only.

1. Provided that the value of such additional items is within the competency of the authority concerned to normally entrust on nomination basis as per G.O.Ms.No.1007 TR& B Dept., dt.5-11-1976:

2. and provided further that, necessary Supplemental Agreement is concluded only after the Revised Estimate / Work-slip is approved by the competent authority. (*Ref: G.O.Ms.No.169 TR & B (C.I) Dept., dated 25-5-1981).*

2.3.5. Supplemental Agreements should invariably be entered in to by the competent authority for all the new items and for authorized extras and the supplemental Agreements should be with reference to the provisions in the Revised Estimate / Work-slip / Deviation statement approved by the competent authority.

(*Ref:-* Minutes of the meeting held on 15-12-2003 by the Principal Secretary to Govt. Fin (W&P) Dept., communicated by the D.F.A. Fin (W&A) Dept., vide U.O.Note No. 3274/F.8 (1) 03, dt.26-12-2003.

2.3.6. Additional works which are 'not contingent' to the main work and also works which are sanctioned under separate administrative approval should not be entrusted to the contractors of the existing contracts and separate tenders should be called for in all such cases (P.R.).

(*Ref: Minutes of meeting held by the Secretary P.R. & R.D. Dept., dt. 9-2-2004 and communicated by the D.F.A. F (W&P) Dept., U.O.Note No.345/F.8(1) 2004-3 dated 20-2-2004.*)

2.4.0 IMPORTANT CLAUSES TO BE INCORPORATED IN THE AGREEMENT.

- **2.4.1. Liquidated damages:** For works costing more than Rs.50.00 lakhs, condition of Liquidated Damages has to be incorporated in the agreement.
 - Ref:- 1. G.O.Ms.No.182 I&CAD Dept., dated 27-9-1997 read with 2. G.O.Ms.No.23 I&CAD (P.W.Cod) dept., dated 5-3-1999. 3. G.O.Ms.No.195 P.R. & R.D. (Prog.II) Dept., dated 10-5-1999 and 4. G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.
 - Note:- The liquidated damages clause is applicable to all **L.S. Contracts**, irrespective of monetary value.
 - *Ref:- Minutes of the meeting held on 15-12-2003 by the Principal Secretary to Government Fin. (W&P) Dept., communicated by the D.F.A. Fin. (W&A) Department vide U.O.Note No.3274 /F.8(1)03 dated 26-12-2003.*
- **2.4.2. Mobilisation Advance:-**Clause on Mobilisation advance has to be incorporated in the agreement for the works costing more than 100.00 lakhs of estimated cost value. The mobilization advance is payable @ 10% ie., 5% mobilization advance on labour and 5% for procurement of Machinery / Equipment against un-conditional and irrevocable Bank guarantee and against an undertaking to be given by the contractor to the effect that he has not obtained similar Mobilisation / Equipment from the Government. The mobilization advance will attract rate of interest at Government borrowing rate).

Ref:-1. G.O.Ms.No.23 I&CAD (P.W.Cod) dept., dated 5-3-1999.

2 G.O.Ms.No.195 P.R. & R.D. (Prog.II) Dept., dated 10-5-1999 and

3. G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.

- 4. Govt., Memo.No.103276 /F-3(2)/05-3 Fin. (W&P) Dept., dated8-12-05.
- Note:- When Mobilisation Advance is paid and wherever the condition of recovery of interest exists, interest thereon shall be collected at the borrowing rate fixed by the government and the same rate shall be valid for the entire

period of the contract. The entire amount of advance shall be recovered by the time 75% - 80% work is completed and paid for.

- Ref:- Minutes of meeting held on 15-12-2003 by the Principal Secretary to Government Fin (W&P) Dept., communicated by the D.F.A., Fin. (W&A) Department vide U.O.Note No.3274 /)F.8(1)/03, dated 26-12-2003.
- 2.4.3. **Price Escalation /Adjustment:-**Price adjustment clause has to be incorporated for works costing more than Rs.200 lakhs with completion period of more than 18 months and Price Adjustment is not payable if the delay in completion of work is attributable to the contractor.

Ref:- 1. G.O.Ms.No.94 I&CAD (PW:cod) Dept., dated 1-7-2003.

Note:-The price adjustment will be applied irrespective of cost estimates and time period. Hence, the said clause may be incorporated in all the agreements. For more details please verify para 1.3.9 of chapter I.

(*Ref: G.O.Ms.No.94 TR & B (R1) department dated 16-4-2008*) (Orders issued in the above G.O. will come into force from01-03-2008). Please see page No.126 for latest rule position)

- **2.4.4.** Arbitration clause is dispensed with for disputed value above Rs.50,000 and they are to be settled in a court of law as a Civil suit.
- 2.4.5. **Defect liability period**:- Defect liability period is two years for all original works as well as maintenance works duly taking into account normal wear and tear.

For works of Special repairs in nature falling under Maintenance the Defect liability period shall be one year;

Ref:-1. G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.

2. Minutes of the meeting held on 15-12-2003 by the Principal Secretary to Government Fin. (W&P) Dept., communicated by the D.F.A. Fin. (W&A) Department vide U.O.Note No.3274 /F.8(1)03 dated 26-12-2003. (Please see page No.127 for latest rule position)

2.4.6 Insurance clause:- The insurance clause should be incorporated in the agreement as noted below:-

The contractor shall produce the insurance bond in the joint names of the employer and the contractor covering from the start date and upto the end of the defect liability period of 24 months from the date of completion of work covering the following events which are due to the contractor's risk.

- a) Loss of or damage to the work plant and materials.
- b) Losss of damage to the equipment.
- c) Loss or damage of property (except the works plant material and equipment) in connection with the contractor.
- d) Personnel injury or death.

As against the L.S. provision made in the estimate towards insurance, the reimbursement is to be allowed only on production of proof and is to be limited to the extent of actual premium paid and a condition to this effect is to be incorporated in the agreement.

(Ref:-1. G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003. 2.Govt., Memo., No.103971 /F-8(1)/04-1, Fin. (W&P) Dept., dt.10-9-04.

Note:-(1) Insurance policy has to be taken by the Agency at the time of concluding agreement and it should form part of the Agreement. **No agreement** should be concluded without the Insurance Policy. Reimbursement amount of insurance premium should be kept under part II of the Agreement.

- (*Ref:-* Minutes of the meeting held on 15-12-2003 by the Principal Secretary to Government Fin. (W&P) Dept., communicated by the D.F.A. Fin. (W&A) Department vide U.O.Note No.3274 /F.8(1)03 dated 26-12-2003.)
 - 2) The Insurance policy should be obtained in the joint names of the contractor and the Agreement concluding authority and the original policy should be in the safe custody of the Division, so as to claim damages from the Insurance Company in the event of occurrence of damages to the work.
- (3) Where extension of time is granted for a work, the Insurance shall be got covered for such extended period plus the "Defects Liability period" thereafter and such further policy shall similarly (like the original one) be kept with the Division office.

(Please see page No.126 for latest rule position)

2.4.7: **Technical Agent charges:** As against the L.S. Provision made in the estimate towards Technical agent charges, the reimbursement is to be allowed only on production of proof and is to be limited to the extent of provision made in the estimate only and a clause to this effect is to be incorporated in the Agreement. Reimbursement amount of Technical agent charges should also be kept under part II of the Agreement.

(Ref:-1. G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.

Note:- (a) The yardsticks prescribed for employment of Technical Personnel are as follows:

Cost of work (Put to tender) Scale of TechnicalStaff:

From Rs.50,000 to 1,00,000	1 - I.T.I. Candidate.
Between Rs.1,00,000 & 5,00,000	1 - Diploma Holder;
Between Rs.5,00,000 & 15,00,000	1 - Graduate Engineer (or)
	2 - Diploma Holders;
Above Rs.15,00,000	1 - Graduate Engineer +
	1 - Diploma Holder.

In case the Contractor himself is Diploma Holder / Graduate Engineer, no Technical Agent need be appointed for works costing uptoRs.5,00,000 / above Rs.5,00,000 respectively.

(Ref:- Govt. Memo.No.1434/C-I/78-18 TR&B (C.I) Dept., dated 30-12-1980).

b)Full Name, address and qualification of the Technical Agents employed by the contractor shall be furnished (to ensure that the same personnel are not employed on some other work during the same period and also to regulate the reimbursement as per the yardsticks).

c) If Technical Agents as prescribed are not employed, the recovery towards non-employment of Technical Agents shall be recovered from the Contractor's bills as per the rates prescribed / as given in the Agreement.

2.4.8: **V.A.T.** (Value added Tax):-As per A.P.Value Added Tax Act 2005, (Act No.5 of 2005) the rates of tax for the purpose of tax deduction at source shall be as prescribed below:-

(i) All categories of contracts not falling	g in 4% of 70% of th	he amount
sub-clause (ii) mentioned below	payable as consideration	
	for the executio	on of work.
(ii) Contracts for laying or repairing or and contracts for canal digging, lini repairing.		ideration

Note:- In case of contractors who have opted for composition scheme in a confide manner ie., the proceedings of the assessing authority having accepted it in Form VAT 250 obtained and submitted by the contractor, the entire amount ie., 4% of the bill towards VAT shall be deducted and credited to the commercial taxes head of account.

Ref:- G.O.Ms.No.88 Revenue (*C.T-H*) *Department dated* 27-1-2007. (Please see page No.125 for latest rule position) **2.**4.9. **Seigniorage Charges:-**Clause towards recovery of Seigniorage charges is to be incorporated in the Agreement suitably duly indicating the rates etc., as per the orders issued by the Government in G.O.Ms.No.217 Industries & Commerce (MI) Dept., dated 29-9-2004.

Ref:- G.O.Ms.No.94 I&CAD (*PW:Cod*) *Dept., dated 1-7-2003.* (Please see page No.125 for latest rule position)

2.4.10 N.A.C. (NationalAcademy of construction): Clause towards recovery of contribution to NationalAcademy of construction @ 0.25% calculated on the value of work done in each bill shall be included in the Agreement.

(*Ref:-1.G.O.Ms.No.92 TR&B* (*B.I*) Dept dated 19-5-1998. 2. *G.O.Ms.No.61 TR&B* (*R.III*) Dept., dated 11-4-2000. 3. *G.O.Ms.no.159 TR&B* (*R.III*) Dept., dated30-10-2004. (Please see page No.126 for latest rule position)

2.4.11. **Income Tax:** Clause towards recovery of Income Tax plus surcharge / other charges at applicable rates (at the time of payment of bill) on the value of work done shall be included in the agreement.

Please see page No.130 for latest rule position)

2.4.12. **Labour cess:-** Labour cess @1% shall be deducted on the bills payable to the contractors / executing agencies for the works covered by definition of buildings or other construction work as amended in G.O.Ms.No.57 LET & F (Labour II) dated 26-6-2007.

(Please see page No.131 for latest rule position)

2.4.13 **Quality control certificates:**- These certificates shall be enclosed to the bills and shall not be delayed. The Executive Engineers act as Quality Assurance Engineers and the Quality control Engineers act as Quality Audit Engineers.

Ref:- G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003. (Please see page No.128 for latest rule position)

2.4.14 For all works (Except K-2 contracts), the time within which the work should be completed should be specified along with penalties / liquidated damages to be imposed, requirement of **Extension of time, Revision of Milestones etc,** shall be stated clearly as per the orders of Government / appropriate authority issued from time to time.

(Please see page No.129 for latest rule position)

2.4.15. All **Technical specifications, Special Specifications, Preliminary specifications** of **A.P.S.S. methods of execution, Labour Act provisions etc.**, are also included in the Agreement conditions and necessary plans, designs etc., are also appended to the agreement.

Note:- Where L.A. @3% are provided in the estimate, the labour amenities to be provided shall be included in the Tender schedules and Agreement. (Ref: G.O.Ms.No.125 I&CAD (P.W. Cod.) Department dated 5-8-2003,)

- 2.4.16 All materials like, Cement, steel, pipes etc., required for the work, should be procured by the contractor himself at his cost and utilized for the work. The unit rate is inclusive of cost and conveyance of cement steel and pipes etc. The cement steel and pipes etc., utilized by the contractor should confirm I.S. specifications. (*Ref:- G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.*)
- 2.4.17 **Dismissal of workmen:** The contractor shall on the request of the Engineer-incharge immediately dismiss from the works any person employed thereon who may, in the opinion of the Engineer-in-Charge, be incompetent or misconduct himself, and such person shall not be again employed on the works without the written permission of the Engineer-in-Charge, but the contractor may appeal to the Superintending Engineer of the circle against such dismissal.
- 2.4.18 Accounts, Receipts and Vouchers:- The contractor shall at any time, upon the request the Engineer-in-Charge furnish him with all invoice, accounts, receipts and other vouchers that he may require in connection with the contract. (Please see page No.131 for latest rule position)
- 2.5.0: **Purchase of materials:-**In the case of purchase of materials for works or for stock, etc., the rules made in Article 125 of A.P.F.C. Vol.I shall be followed as briefly given below.
- 2.5.1 For purchase of materials costing upto Rs.1000/- no tenders need be called for:
- 2.5.2. For purchase of materials costing upto Rs.10,000 (and beyond Rs.1000), tenders / quotations shall be called for under **' Limited Tender System' (ie.,** by calling for quotations from the approved list of firms).
- 2.5.3. For purchase of materials costing above Rs.10,000/- competitive tenders / quotations shall be called for by giving vide publicity by issue of Tender notice and by publishing in two News-papers if the cost involved is above Rs.1.00 lakh.
- 2.5.4. In the case of purchase of items which are '**proprietary**'in nature (ie., the item concerned is solely manufactured / sold by only one firm in the country),no quotations / tenders need be called for.

Ref:- for 2.5.1 to 2.5.4: Article 125 / APFC vol. I and rules and instructions there under).

- 2.5.5. In the case of materials covered by 'Rate Contracts' approved by competent authority and in currency, no tenders / quotations need be called for and the purchase order can be placed on the firm concerned as per the terms and conditions of the Rate contract.
- 2.5.6. When quotations / tenders are called for, the approximate quantity required to be supplied shall always be indicated for each item, so that the tendering / quoting firm considers the quantity to be supplied while quoting its rates.
- 2.5.7. Registration of VAT and furnishing of VAT Registration Number is compulsory wherever applicable.

2.6.0 Check-slip for Firm Bill being admitted on Purchase order / Supply order.

- 1. Is the name of estimate / Work-slip / Nos. indicated on the bill.
- 2. Is the Purchase order No. indicated on the bill.
- 3. Bill / Invoice should bear serial number (printed / machine numbered) on the bill. The invoice should be in duplicate.
- 4. Are all the certificates required as per the conditions of the purchase order recorded?
- 5. Is the reference to date of measurement and check-measurement indicated in the bill (as per para 296 of 'A' code).
- 6. Has reference to goods received / O.T.E.O., / been furnished.
- 7. Has the debit / credit classification been indicated on the bill (as per para 539 of 'A' code).
- 8. Has the VAT No. been furnished by the firm and whether VAT claimed is in order.
- 9. Has advance stamped receipt been fixed to the bill.
- 10. Has allocation of expenditure of the amount of the bill to which is to be charged in various estimates been indicated.
- 11. Has warranty certificate according to conditions of purchase order been furnished.
- 12. Have the supplies been made with in the time stipulated in the purchase order.
- 13. Whether the excise or other duties, packing and forwarding charges claimed and admissible and provided for in the purchase order.
- 14. If sufficient provision in the estimate is available.
- 15. Whether necessary certificates are furnished in the bill.
- 16. Has reference to month of MAS Accounts / T&P / stock in which the articles acquired been recorded in the bills (As per para 186, 323, and sub-para 548 of A.P.W.A. code.
- 17. The following certificates shall be recorded on the invoice/bill and in M.book (By A.E./A.E.E.).

Certified that:

- i) the materials are received in good condition.
- ii) The supply of materials is done is complete as per supply order.
- iii) The materials are supplied at the stores/work site as ordered in the supply order.
- iv) The materials are taken into 7F Account / Stock Register on pages ------
- v) Necessary extension of time is granted by competent authority vide procds.No.------date------upto-----(date).
- vi) There are no recoveries to be made from this bill.
- vii) The materials are required for bonafide use on works.
- viii) The materials are as per the specifications of the supply order and B.I.S. standards.

<u>CHAPTR – III</u>

2.7.0 <u>CERTAIN IMPORTANT GUIDELINES ON EXECUTION OF</u> <u>WORKS.</u>

(As applicable to all Engineering Departments viz., R.W.S & S, P.R. I&C.A.D, R&B, N.H. and P.H.

- 1 G.O.Ms.No.1174 (Prog.IV) Department dated 19-12-1976, it is ordered that the provisions of APPW 'D" Code should be followed in P.R. Engineering Department (including Rural Water Supply and Sanitation Department) wherever there are no specific rules and orders of P.R. Department (R.W.S. & S Department).
- 2. In G.O.Ms.No.132 P.R. (Prog.IV) Department dated 2-2-1978, it is ordered that such of the orders issued by the TR&B Department from time to time in connection with which involve amendments to APPW "D" Code should be followed by the P.R. Department wherever the specific rules and orders of P.R. Department. (R.W.S. & S Department) are not available in such matters.
- 2.7.1 Date of signing the agreement by the contractor and the Departmental Officer concerned is reckoned as the start date of the work.

(Ref:-G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.)

- 2.7.2 Copy of Agreement and Estimate should be sent to the Section Officer concerned ie., A.E., / A.E.E. who is the initial recording officer. Soon after receipt of the copies of Agreement and Estimate, upon the orders of his higher authority and in consultation with and in the presence of the contractor / his authorized Technical Agent, the A.E., / A.E.E. arranges for marking of the work in the site of work as per the plans and designs attached to the Agreement and the A.E. / A.E.E. will be assisted by the Work-Inspectors and other staff and also by the labour arranged by the Contractor for the purpose.
- 2.7.3 Soon after marking is over, the Contractor should commence the work as per the directions of the Departmental Officers.
- 2.7.4 The A.E., / A.E.E., being the initial recording Officer, shall record the work done on day to day basis in the form of measurements in the M.Book directly. Recording the measurements in papers / other books initially and then recording in the M.Books later should not be done. For taking measurements, the A.E. / A.E.E. will take the assistance of their work-charged staff and the labour of the Contractor. He will obtain the signatures of the Contractor in the M.Books at the end of each set of measurements of a day duly mentioning as "Accepted the measurements" above the signature of the contractor.
- 2.7.5 The instructions given in the M.Book shall be followed while recording the measurements.

- 2.7.6 Measurement of an item shall be recorded only for finished item of work ie., work done with all the operations as included in the standard data. For example cement plastering shall be recorded only after the requisite curing is done for the number of days specified in the special specifications etc.,
- 2.7.7 Measurements should be recorded in the order of their actual execution.
- 2.7.8 Full description of every item should be recorded as found in the Agreement for every set of measurements recorded on a day.
- 2.7.9 The measurements include normally Length, Breadth and Depth and the contents constitute the multiplication of these three.
- 2.7.10 a) For several works, the work done cannot be measured by using tape directly by length, breadth and depth because of undulations. For example, in the case of canal work/ Trench work the excavated quantities of earth, embankment, etc., cannot be worked out directly in M.Books . In all such cases, levels are taken by the field staff in separate books called 'Level Field Books' (L.F. Books).
 - b) The levels are taken using Leveling instrument.
 - c) Level taken before the start of work constitute 'Pre-levels'.

d) After work is done (to the profile), levels are taken and these levels constitute 'Final levels'.

e) The final levels and pre-levels are plotted on 'Section Sheets' and quantities are calculated in 'Calculation statements'. The L.F. books, Section Sheets and Calculation Sheets are treated as 'Adjuncts' to the Measurement Books.

(Ref: para 294 / A.P.P.W. 'A' code).

f) The quantities so worked out in the 'Calculation Sheets' are taken to the Measurement Books and finally totals computed.

g) While the levels are recorded in L.F. Books directly on the site, the process of computing the quantities in the calculation sheets and in the M.Books is done later and so the actual date of recording of taking final levels shall be reckoned as the date of recording the measurements.

h) Separate L.F. Books shall be maintained for Pre-levels and for Final levels.

i) Each Officer viz., A.E. / A.E.E. / Deputy Executive Engineer / Executive Engineer / Superintending Engineer shall record in separate L.F. books and the Dy.E.E. / E.E. / S.E. are not expected to use the L.F. books used by their sub-ordinates to record check levels during conducting check-measurements.

2.7.11 After the measurements are recorded, the Dy.E.E. / E.E. / S.E. shall check-measure the work done during their inspection of the work and record the same in the relevant pages of M.book.

2.7.12 After reaching a stage, the A.E. / A.E.E. will prepare the work bill.

a) All quantities of an item are consolidate and brought to an abstract and bill.

b) The bill is prepared by the A.E. / A.E.E. as per the Agreement rates and final amount of the bill is arrived.

c) Necessary certificates are recorded by the A.E. / A.E.E and the bill is transmitted to the Dy.E.E.

d) The Dy.E.E. will check the bill through the Assistant of the Sub-divisional office, record necessary certificates (due at his level) and send to the division.

e) In the Division Office, the bill is checked by the Divisional Accounts Officer (Works) through the Assistant and passed by the Executive Engineer duly affixing 'Pass Order' under his signature, recording necessary certificates (due at Divisional level) and send it to P.A.Os office for payment under his signature over the scrutiny form along with the signature of the Divisional Accounts Officer (works) invariably.

2.7.13 As the procurement of material such as Cement, Steel, bitumen, sand metal soils etc., have been dispensed with since 1997 and also engagement of labour by the department is prohibited by government by Act 2 of 1994, no work shall be taken up for execution departmentally.

(*Ref:U.O.Note No.4777/F8 (A1) /07-2 Finance (Works & Projects –F8) Department Dated 24-06-2008.)*

2.8.0 <u>Measurement books.</u>

- 2.8.1 Measurement book is the basic record for all payments made by the Department for works. Measurement books contain 25 pages, 50 pages and 100 pages.
- 2.8.2 All the M.Books belonging to a Division should be serially numbered under each category of 25, 50 and 100 pages. The pages of M.books must be machine numbered. A register of M.Books has to be maintained in form P.W.A. XVII in division office. The M.Books will be issued to sub-division duly noting the issue date and in turn the same shall be given to Sections duly noting the date in which the M.Book is issued. For this purpose a separate M.Book register in form PWA XVII may also be maintained in sub-division office.
- 2.8.3 Generally the Assistant Executive Engineer / Assistant Engineers have to record the measurements and submit them to the Deputy Executive Engineers for check-measurements. In extra ordinary circumstances the Deputy Executive Engineers can also record measurements.

Ref:-Para 294 of A.P.P.W. Accounts code.

2.8.4 Whenever M.books are needs to be changed even one office to another office situated in the same building, the receipt of the books should be acknowledged in writing by the responsible person.

2.9.0 Certain procedures on recording of Measurements.

2.9.1 All entries in M.Books should always be made in ink or indelible pencils. The entries in the 'contents or area' column should however always be made in ink.

Ref:-para 294 (g) of A.P.P.W. Accounts code.

- 2.9.2 Date of recording of measurements shall be noted for every set of measurements recorded on a day. The full details of Name of work, Estimate Amount, (Including Revised Estimate / Workslip Amount if any) Technical sanction No. (Including Approval No. of R.E. / Workslip if any with approval date), Agreement No. (including supplemental Agreement Nos. if any) Name of Contractor with address, location of the work should be furnished for every set of measurements recorded in a day. Similarly date of handing over site and also the agreement period on the top right of the page of M. Book shall be furnished for every set of measurements recorded in a day.
- 2.9.3 All corrections or over writings in the measurements shall be attested by the Checkmeasuring officer concerned who conducts check-measurement of such set of measurements. Usage of erasing liquids / solutions for corrections in the measurements is barred.
- 2.9.4 Where measurements are cancelled, they should be attested and reasons should be recorded and orders of the Executive Engineer if any should be noted.
- 2.9.5 All the lines (normally 15 / 16 lines) in a page in M.book shall be used or filled in with the measurements (on the left hand side of the page only) and if any lines have to be necessarily left unfilled, then a diagonal line shall be drawn below the signature of the recording officer, so as to prevent insertion of any measurements later.
- 2.9.6 Only metric system should be followed in recording measurements
- 2.9.7 The portion of measurements normally recorded under L.B.D columns should not be meddled with / corrected by any clerk / Assistant / Officer, other than the authorized recording officer, either in the sub-divisional / Divisional office. The Assistant concerned or the Draughtsman / AE / AEE in charge of the drawing branch in Division office or the Senior Assistant are authorized to only correct the computation of the quantities (in 'contents' column or other) and totals / other calculations in the various statements.
- 2.9.8 In the case of clearance of light jungle (where pre-measurements are recorded), a certificate to the effect that 'light jungle has been cleared, removed, burnt and

thrown outside the site of work' should be recorded on the right side page of the M.book against the pre-measurements after the light jungle is cleared and done completely and duly verified by the Dy.E.E., under his signature

- 2.9.9 In the case of clearance shrub jungle (where pre-measurements are recorded), a certificate to the effect that 'shrub jungle has been cleared, removed, burnt and thrown outside the site of work and it has no saleable value' should be recorded on the right side page of the M.book against the pre-measurements after the shrub jungle is cleared and done completely and duly verified by the Dy.E.E., under his signature.
- 2.9.10 In the case of heavy jungle (where pre-measurements are recorded), after carrying out its clearance, a certificate to the effect that 'the wood / other materials have been taken into 7 F account for the month of ------ (with details of quantity so taken)' should be recorded on the right hand side page of the M.Book against the pre-measurements and attested by the Dy.E.E.
- 2.9.11 Where measurements are to be recorded based on levels (ie., Earth work excavation), the measurements in such cases shall be recorded in M.books with reference to the levels recorded in L.F. books through cross section sheets and after computation in the calculation statements.
- 2.9.12 Pre-measurements for Hard rock should be recorded and after removal, the quantities of the removed H.R. should be recorded by stacks duly deducting voids as prescribed / approved and the net quantity should be computed and compared on the right side of the page with quantity as per pre-measurements. The entire quantity of HR so removed should be taken to 7F Account and a certificate to the effect that 'the quantity of H.R.---- cum has been taken to 7F account for the month of ---- should be recorded on the right hand side page of M.Book where measurements after removal of H.R. are recorded duly attested by the Dy.E.E.,
- 2.9.13 In the case of dismantled materials like wood / steel obtained on dismantling of a building etc., H.R. boulders obtained during excavation of earth work etc., shall be taken into 7F account to the extent found and certified as useful and a certificate to the effect that 'they have been taken to 7F account (duly specifying the quantity) for the month of ---- should be recorded in M.Book and attested by the Dy.E.E.,
- 2.9.14 Allowances towards compaction, swell factor, shrinkage, wastage etc., inrespect of relevant items of earth work shall be properly exhibited in the M.Book / Cross section sheets / calculations etc., with due comparison for allowing payment for the correct (net) quantity. Similarly in the case of road works, the collected quantities of gravel metal etc., shall be compared with the executed quantities after such materials are spread.
- 2.9.15 Where the variation in classification of soils (in canals of I&CAD Department) exceed (+/-) 10%, the instructions issued in Government Memo., No.1970-K2/72-

11, P.W.D (P.W.) Department dated 4-7-1974 should be followed and they are briefly indicated below.

(i) Classification should be checkmeasured by the Executive Engineer in all cases.

- (ii) Executive Engineer can approve classification upto (+/-) 10%, in each bay only (ie., bay of length as defined in the said agreement.
- (iii) If the variation exceeds (+/-) 10% in a bay, the classification should be verified by the Superintending Engineer
- 2.9.16 As the rate in the Agreement is normally for finished item of work, care should be taken that the measurements are recorded only after that item of work is completed for the finished item of work For example in the case of cement involved item of work like concrete laying, it should be ensured that the requisite curing period (say 21 / 28 days as specified in the technical specifications / conditions etc.,) is over by the date of recording measurements for that finished item of work.
- 2.9.17 Where lump-sum provisions towards bailing out water are taken into account in the data / weighted average rates (at the time of computation of tenders), water levels from time to time should be recorded duly verified / checked by the check-measuring officers., viz., DyEE / EE / SE.

2.9.18 In case of works pertains to laying, jointing with C.I. detachable joints, etc, a hydraulic test certificate should be recorded on the right side of the page of M.Book and attested by the Dy.E.E., invariably.

- 2.9.19 If overall measurements are recorded, deductions towards previously executed / paid quantities should be shown in detail, to ensure that there is no overlapping of the measurements that may result in excess payment. The "Overall Measurements" shall be distinctly noted on top of the measurements where they are recorded and necessary contra noting shall be made suitably against the previous measurements on the right side page of the M.Book.
- 2.9.20 Quantities of trial pits shall be deducted from earth work quantity, wherever necessary and M.Books concerned should be made available for checking the same.

3.0 Certain specification on works relating to O.H.S.Rs/G.L.S.Rs of R.W.S. & S Department.

3.3.1 The tender is inclusive of necessary excavation in all types of soft and hard strata, lean concrete below foundation, foundation concrete, R.C.C. raft / footings, container tank, covered with R.C.C. roof slab/dome, with R.C.C. ventilator in the roof R.C.C. stair case, or M.S. ladder, lighting conductor, G.I. Pipe railing, fixing of pipe-assembly, valves, construction of brick Masonry chambers, providing and laying R.C.C. pipe line for drain, cement plaster for tank from inside with water proofing material neat finishing, cement based paint from outside, reservoir capacity, name of scheme etc., on body wall of tank.

Hence, the contractor shall provide all the items mentioned above invariably, since work entrusted for construction of O.H.S.R. at liter rateonly which inclusive of all the above items.

- 3.3.2 **Lighting Arrestor:-** The lighting arrestor shall be provided at the highest level on the roof of the tank as per IS 2309 1969. Position and height of lighting arrester shall be such that the whole structure shall be enclosed with in cone having its apex at top end of the arrester and generated by a line inclined at 60 degrees to the vertical. The arrestor shall be suitably earthed.
- 3.3.3. **Water Level Indicator:-**The contractor shall provide at his cost all the parts of water level indicator which shall be got approved by the Engineer-in-Charge as per the norms prescribed hereunder.
 - a) 150 mm side enameled gauge plate / wooden plate with Formica top to read accurately upto 0.1 M alternative division being printed in different colours. The height shall be equal to full depth of water in O.H.S.R. / G.L.S.R Brass pulleys and copper wire 3 mm dia / Nylon string of adequate strength if permitted by the Engineer-in-Charge.
 - b) Indicator arrow painted in shining colour with guide.
 - c) Copper / G.I. flat of 0.4 m dia.
 - d) Counter weight for smooth moving of the indicator arrow.
- 3.3.4 **G.I. Pipe Railing**:- G.I. Pipe railing at roof level shall be provided for O.H.S.R. as per the instructions of the departmental officers.
- 3.3.5 **Name board:-** Name of the scheme and capacity of R.C.C. / O.H.S.R / G.L.S.R. shall be painted on the container.
- **3.3.6 Ventilator:-**The roof of the tank shall be ventilated by providing cowls or five shaft ventilators at 1.00 Metre x 1.5 meter height with mosquito proof net for ventilators. The net shall be fixed with proper framing. Ventilation area shall not be less than 0.04% of the water surface when cowl type ventilators are provided.

- 3.3.7 Water proof Plaster:- 20 mm thick water proof plaster in C.M. 1:3 shall be provided on the inner sides of the container and top of the floor slab of the container using minimum 1 Kg. of water proofing powder per bag of cement or as per manufacturer's specification used for preparing mortar for plastering.
- 3.3.8 **Jointing material**:- All necessary jointing materials for pipe assembly G.I. pipe railing, M.S. ladder etc.,/ R.C.C. ladder (As instructed by the Engineer-in-Charge) shall be provided by the contractor at his own cost.
- 3.3.9 **Colour Wash /Painting :-**Snow-cem paint of approved shade shall be applied in two coats to whole structure externally.

3.3.10 STAGE OF PAYMENTS FOR CONSTRUCTIN OF O.H.S.Rs:-

1) Completion of foundation	: 20% of total cost.
2) Completion of floor slab	: 40% of total cost (including stage 1)
slab	: 60% of total cost (including stage 1&2)
4) Miscellaneous items such as fixing of M.S. ladders / R.C.C.	
ladder, man hole cover etc.,	: 90% of total cost (including sage 1,2,&3)
5) Final payment after testing is completed and if reservoir is found to be leak proof.	: 100% of total cost (including stage 1,2, 3 & 4).

(*Ref:- As per memo.No.T1/32817/91, dated 23-10-91 of Engineer-in-Chief, P.R. Hyderabad.*)

4.4.0 Certain specification on works relating to P.V.C. Pipe lines:-

Lowering, laying and jointing P.V.C. pipes with solvent cement compound / threading.

- **4.4.1** The specification lays down requirement for lowering, laying P.V.C. pipes and jointing by means of solvent cement compound.
- **4.4.2 Materials:**-The rigid P.V.C. pipes of required size with P.V.C. specials and solvent shall be procured by the contractor at his own cost, since the rate is allowed inclusive of cost of the materials. Every care shall be taken in carting pipes collars and specials to the site. The P.V.C. pipes specials shall conform I.S. 4985-1988 of latest version. The quantity elasticity and strength of the pipes shall in no way deteriorate by storing these pipes by the sun by water and temperature upto 35 degree centigrade.

- **4.4.3 Preparation of pipe:**-The pipes shall be brushed throughout to remove any soil deposited or stone therein. If required cutting of pipes and or specials shall be done in workman like manner and with proper tool without any extra cost. The cut end shall be made in line and finished as original one.
- **4.4.4** Laying:- Before lowering the pipes, the trench section shall be got approved by the Engineer-in-Charge. The contractor shall have to provide and maintain site rails and boning rods whenever required till the completion of work. The pipe shall be laid reasonably in dry condition and under no circumstances they shall rest on slushy bedding. The pipes shall rest continuously on the bottom of the trench. Clearance of approximately 100 cm in depth and width equal to length of the collar plus 30 cm on both sides shall be provided at the joint which shall be refilled from sides after the joint is made. The depth shall be kept at 1.0 m in place where rock is encountered, cushion of morum or sand shall be provided to depth of 150 mm. The pipes shall be lowered into the trenches either by hand or by means of two ropes. For road crossing or river crossing the pipe shall be laid 2.0 Meters below the bed level. Alternatively for road crossing and river crossing C.I. pipes may be used. In case of clayey soils sand cushion to a thickness of 150mm shall be provided.
- **4.4.5** Jointing of P.V.C. Pipes:-Socket and spigot joint is usually preferred for all P.V.C. pipes upto 150 mm in dia.The socket length should be at least one half times the outer dia for sizes upto 100 mm dia and the outer dia for largest size.

For jointing P.V.C. pipes gluing with solvent cement compound is preferably to welding and adopted. The glued spigot joint has greater strength than could be achieved by welding.

The surface to be glued shall be thoroughly scoured with emery cloth and perfectly chamfered to 30 degrees. The solvent cement compound is applied with brush evenly to the outer surface of the spigot on one pipe and to the inside of the socket on the other. The spigot is then inserted immediately in the socket upto the shoulder and thereafter a quarter (90) turn is given to evenly distribute the cement over the treated surface. The excess cement which is pushed out of the socket must be removed at once with a clean cloth.

- a) Jointing must be carried out in minimum possible time.
- b) Time of raking complete joint shall not be more than one minute.
- c) Joints shall not be disturbed for at least 5 minutes.
- d) Half strength is attained in 30 minutes and full in 24 hours.
- e) Gluing should be avoided in raining of foggy weather.

For connection of P.V.C. pipes to metal pipes a piece of a special thick wall P.V.C. connecting tube threaded at one end is used. The other end is connected to normal P.V.C. pipes by means of glued spigot and socket joint. For normal jointing of **P.V.C. pipes threading should not be adopted as far as possible.**

- **4.4.6** If the pipelines are laid in detached sections and not in continuous length due to any reasons such as non-availability of specials or due to obstacles etc., the contractor shall see that no end of pipes are kept open. The ends shall be immediately covered up either by suitable blank flange or cap or plug or by means or double layer of gunny bags clothes tied properly by mild steel wire without any extra claim.
- 4.4.7 **Testing:** After each section of pipeline is completed it shall be tested at least 24 hours after the last jointing has been made for water tightness before being covered in. This can be done by closing each end by means of valve, blank flange, cap or plug and filling the pipe with water.

4.4.8 Certain important conditions pertain to OHSR at a glance.

1. Ground level brace should be above G.L. and staging will be measured from top of G.L .brace.

The size of Name board should be 3.00 x2.00m.

2. Bell mouth should be used in bottom slab of the tank.

3. While using VRCC (1:1 1/2:3) M20 mix for OHSRs the following equipment's should be used

 a)Mechanical mixer b) Needle vibrator c) Iron sheet centering of good quality must be for columns, braces, ring girder and sidewalls. Adequate no. of cubes to be casted for raft concrete, columns, bottomslab, side walls concrete of the tank and get samples tested by any authorized laboratory namely APERL,duly noting the results in registers as per the department procedure laid down.

- 4.While providing vertical connections to OHSR due care should be taken 100% verticality should be maintained and all valves should be fixed at 1.80m to 2.20m above G.L. brace duly fixing duck foot bends in the concrete blocks.
- 5.Cement and steel to be used should be tested as per IS specifications and test certificates should be maintained at sub division level.

6.Metal and sand to be used should be as per IS specifications water used should be potable and free from contamination. Metal compressive strength to be tested and should be maintained at sub-divisionlevel.

7. The OHSR should be painted with snowcem paint and colours to be used as follows

1) for columns and braces-Gray

2) for Tank, pink and brick red for Ring girder & borders

8. R.C.C. access ladders of 450mm width should be provided inside the OHSR and MS Ladder of 450 mmdia width as approved design should be provided out- side the OHSR.

9. Lightening arresters and earthing to be provided as per standards as per IS 2309 with latest Amendmentsand copper strip to be taken inside the spiral case column duly providing a PVC pipe of suitable diameter say 25mm dia and it should be connected to the Lightening arrester. Under no circumstances the copper strip should be exposed outside. 10. The water level indicator should be of standard type and to be erected properly as per ISI Specifications duly providing inverted measuring scale with float.

11. Care should be taken to provide bell mouths and short pipes in the bottom slab grills duly welded. Bell mouth should be flushed with slab surface and outlet 150mm above the bottom slab to avoid residue of chlorination and other suspended particles due to turbidity etc.

12. Hand railing all-round the roof slab should be RCC both vertical posts as well as horizontal of standard size of one meter height with two horizontals vertical of size 150mm dia and horizontal of size 100mmx50mm

13. No honey combs or voids should be found or seen in VRCC grade M20 and RCC M15 concretes where ever it is used.

14. Manhole cover with locking arrangements should be provided for safety of any external or man-made pollution.

15.Double copper fly proof mesh to be provided to phenial to avoid mosquito breeding and also weather resistance.

16.After testing the tank duly allowing curing period if no moisture is seen outside then only painting with preliminary coat to be started and then onwards snowcem paint of approved colours duly curing with sprayer.

17. Due care should be taken for letting out of washed water through scour away from the OHSR.

18. Regarding foundations the contractor should thoroughly be check- up the nature of soils before quoting the rate. The Executive Engineer is the authority for deciding the type of foundation like isolated columns, raft foundation including width of raft depending up on safe bearing capacity of the soil. The liter rate includes all factors irrespective of soil conditions for OHSRs irrespective of baring capacity of soil.Suitable drain to be adopted as decided by the Executive Engineer.

19. While erecting of MOTORS cable should not be exposed to weather it should be only taken through 15mm or 20mm G.I pipe above G.L.and PVC pipe below GL so that there will be Safety for the cable against the mis-gradients.

20. Pipe line should be tested with pressure gauge as per the department procedure. For every Crest (peak point) and Trough (Valley point) air/sluice valves should be provided as per IS specifications. For every 500m one air valve should be provided as per IS specifications.

21. The technical agents should be employed by the contractor for execution all works as per instructions of the department officials to take care of the entire burden. The technical agents qualifications certificates should be submitted at the time of entering into agreement.

<u>CHAPTER – IV</u>

5.5.0 PROCEDURE ON PREPARATION OF BILLS:-

- 5.5.1 Generally the bills are to be prepared by the sub-divisional officers. But the Assistant Engineers / Assistant Executive Engineers are preparing the bills to assist the Deputy Executive Engineers.
- 5.5.2 Before preparing the contractor's bill, the Deputy Executive Engineer should scrutinize the calculation of contents of area. The rates allowed as per the agreement should be entered or verified by the Deputy Executive Engineer in the abstract of measurement and bill prepared.
- 5.5.3 Before signing the bill, the Deputy Executive Engineer should compare the quantities on the bill with those recorded measurements in the M.Book and see that all the rates are correctly entered and that the calculations have to be checked arthematically.
- 5.5.4 In case of running account bill, the previous quantities and its payment should invariably entered in the respective column of the M.Book Recoveries for the department materials if any issued are to be clearly noted in the abstract Bill along with the other recoveries.

5.5.5 While preparing or scrutinizing bill in sub-division, the following have to be checked by the Deputy Executive Engineer.

- 1. Name of work.
- 2. Estimate amount .
- 3. Details of administration sanction and Technical sanction.
- 4. Agreement No.
- 5. Date of commencement of work.
- 6. Agreement time.
- 7. Date of bill.
- 8. Date of check-measurement by the Deputy Executive Engineer.
- 9. Whether the agreement is in currency.
- 10. If not whether extension of time application received and submitted to division office.
- 11. Whether extension of time has been granted.
- 12. Whether all the items in the bill have been covered with proper sanction and agreement.
- 13. If not what action has been taken for covering the deviation with work slip or revised estimate.
- 14. Whether recoveries proposed in the bill are as per the agreement conditions.

15. Whether penal recoveries if any, and other recoveries proposed by the **Quality Control Wing** have been proposed for recovery.

5.5.6 In addition, the following checks may also be made before transmitting the works bill to division office for payment.

- a. Whether the signatures of the contractor or his agent have been obtained in M.Book after each set of measurements, with the addition "I accept the measurements" over the signature of the contractor.
- b. Whether the bill forms prepared are as per the codal provisions of work accounts code and the bills are properly filled up.

The authorized forms of the bills in the department are as follows:-

1. First and Final bill	Form 24 (PWD VI-69).
2. Running account bill-C	Form 27 (PWD VI-74)
3. Lump-sum contract bill	Form 27-A and 27-B.

- 1. F & F bill form:-This should be used for making payments both the contractors work and to supplies when a single payment is made for a job or contract on its completion.
- 2. **Running Account bill-C:-** This should be used both for contracts for works executed on the piece work (For K2 agreements) system and for contractors for supplies. It is intended to be used for contracts for works when on account payments are made.
- 3. Lump-sum contract bill:-This form should be used for payments in connection with contracts based on the Lump such tender system. For works entrusted on Tender and L.S. Agreement, running account bill forms P.W.A.XXI & XXII are used.
- 4. **Hand Receipt form (Form 28):-** This is a simple form of voucher intended to be used for all miscellaneous payments and advances for which none of other form is suitable. This form can also be used for refunding P.W. Deposits to the contractors.
- 5.5.7 For L.S. system of agreements, the following certificate must be furnished both in M.Book and bill form at the time of making final payment invariably duly signed by the contractor.

RELEASE AND DISCHARGE CERTIFICATE.

I release and discharge from any and all claims and demands what so ever all matters arising out connected with all contract and accept of payment in full and final settlement of demands of this contract.

Signature of the contractor.

5.5.8 If any payment is being made based on levels, the following certificate must be recorded by the Dy.E.E. and Exe.Engr. (in M.Book soon after recording 'Abstract of bill' and in the bill as well) as prescribed under.

By Deputy Executive Engineer.

"Certified that the levels recorded in L.F. books have been found to be correct".

By Executive Engineer.

"Certified that the levels plotted in section sheets and the areas and quantities worked out in the calculation statements have been checked with the levels recorded in the L.F. Books and found to be correct".

(Please see page No.130 for latest rule position)

5.5.9

(A) For Intermediate / part bills. (Only appropriate and applicable certificates are to be furnished.

Certified that:

- a) the work is in progress.
- b) The work has been carried out satisfactorily as per the drawings, designs and terms and conditions of the agreement.
- c) All recoveries have been made in this bill.
- d) The contractor has engaged technical personnel, Viz., S./Sri-----as Technical Agents throughout the period of execution of work and that they are available at the site of work during the course of execution of the work.
- e) The rock spoil available with the Department was found to be not useful (if not re-used).
- f) The pre-levels and final levels have been recorded in page Nos.-----of L.F. book Nos.-----(of AE / AEE, DyEE, EE, S.E. & Q.C. staff shall be given separately).
- g) The extension of agreement time is granted upto ------(date) with necessary liquidated damages / penalties / fines of Rs.----- are proposed as per procds. No.----- dated.----- and the same is recovered in this bill and the work is carried out as per the milestones set out in the Agreement read with the Revised milestones approved by the competent authority.
- h) The theoretical profile has been reached where full rate is allowed.
- i) No departmental machinery has been lent to the contractor and the contractor has made his own arrangements for the machinery .
- j) The materials required on the work were of good quality conforming to the standards of B.I.S. and were procured by the contractor at his own cost and were used by him on the work after proper tests as prescribed.
- k) The recovery of Mobilisation advance / Equipment Advance and interest thereon has been proposed in this bill.

- 1) The work has been checkmeasured by the E.E. on pages -----of M.Book Nos.----- duly covering 30% expenditure.
- m) The work has been checkmeasured by the S.E. on pages------ of M.Book Nos. ----- at 1/3rd 2/3rd / Final stage of work duly covering 30% expenditure.
- n) The contractor has insured work vide Insurance policy No.----- dt.-----of ------ (Name of insurance company) and that the policy is obtained in the joint names of the contractor and EE/SE and the policy is in currency including the extended period as well as the Defects Liability Period thereafter and the policy is retained in the safe custody of division office.

(B) For final bills. (Only appropriate and applicable certificates are to be furnished.

Certified that:

- a) the work has been completed in all respects in accordance with the specifications, drawings and terms and conditions of the Agreement and A.P.S.S.
- b) no recoveries are due for recovery from the contractor other than those proposed in the bill.
- c) The contractor has engaged technical personnel, Viz., Sri-----as Technical Agents throughout the period of execution of work and that they are available at the site of work during the course of execution of the work.
- d) The rock spoil available with the Department was found to be not useful (if not re-used).
- e) No liabilities are outstanding against the contract.
- f) The final profile has been reached, where full rate is allowed.
- g) No A.G's I.R. paras / Audit objections are outstanding against the work.
- h) The pre-levels and final levels have been recorded in page Nos.-----of L.F. book Nos.-----(of AE / AEE, DyEE, EE, S.E. & Q.C. staff shall be given separately).
- i) The extension of agreement time is granted upto ------(date) with necessary liquidated damages / penalties / fines of Rs.----- are proposed as per procds. No.----- dt.----- and the same is recovered in this bill and the work is carried out as per the milestones set out in the Agreement read with the Revised milestones approved by the competent authority.
- j) No departmental machinery has been lent to the contractor and the contractor has made his own arrangements for the machinery.
- k) The materials required on the work were of good quality conforming to the standards of B.I.S. and were procured by the contractor at his own cost and were used by him on the work after proper tests as prescribed.
- 1) The recovery of Mobilisation advance / Equipment Advance and interest thereon has been proposed in this bill.
- m) The work has been checkmeasured by the E.E. on pages -----of M.Book Nos.----- duly covering 30% expenditure.

- n) The work has been checkmeasured by the S.E. on pages------ of M.Book Nos. ----- at 1/3rd 2/3rd / Final stage of work duly covering 30% expenditure.
- o) The contractor has insured work vide Insurance policy No.----- dt.-----of ------ (Name of insurance company) and that the policy is obtained in the joint names of the contractor and EE/SE and the policy is in currency including the extended period as well as the Defects Liability Period thereafter and the policy is retained in the safe custody of division office.
- p) The system has been tested / subjected to full function / working condition and no leakages are found (to be furnished for Pipelines / Reservoirs etc,).

5.5.10 Break-up of main estimate / Agreement quantity and excess / Supplemental

- quantity shall be exhibited separately in suitable manner in the "Abstract of bill" duly giving reference to serial item number of the Agreement (Main or supplemental, as the case may be).
- 5.5.11 Any new / additional items covered by Supplemental Agreement and not contemplated in the original Agreement, shall be recorded in the 'Abstract of Bill' after recording all the items of the main Agreement.
- 5.5.12 In the case of final bills (for L.S. contracts and world Bank Aided / other aided work contracts), after recording the 'Bill of Abstract' statement showing 'Authorized Extras and Omissions' shall be recorded in M.Book and a copy of the same shall be drawn, signed by the Section officer, Deputy Executive Engineer concerned and attached to the bill form.

6.6.0 Certain Important recoveries to be proposed by the Deputy Executive Engineer in the billfor effecting recovery:-

- 6.6.1 Statement showing (overall) the up-to-date of theoretical requirement of materials, and also the overall position of recoveries towards I.T, VAT, SEIGNIORAGE CHARGES, MOBILISATION ADVANCE / OTHER ADVANCES (if sanctioned) Interest on such Advances, Liquidated Damages / Penalties / Fines, Hire charges for machinery lent, N.A.C. Labour cess shall be mentioned in the M.Book and in various separate statements showing over all recovery to be made under each kind of recovery, duly proposing the recovery of each kind already made upto end of previous bill and the balance amount to be recovered under each kind from the current bill shall be furnished for each bill and recorded in M.book for effecting the recovery in division office. Copies of these overall statements shall also be enclosed to every bill invariably.
- 6.6.2 **Seigniorage charges:-**Statement of recovery showing details of theoretical consumption of seigniorage materials along with the seigniorage charges involved at the rates prescribed shall be furnished for effecting the recovery of the same from the bill.

Note:-

- 1) For working out the quantities of seigniorage materials the data sheet shall be verified. It should be ensured that all the abstracted items are verified and covered.
- 2) When borrowed earth / carted earth used as a filling material, eg., used for banking for filling of trenches excavated for pipe line etc., the seigniorage charges shall continue to be recovered as per the Act and no exemption is to be allowed.
- (*Ref:-* Minutes of meeting held on 15-3-2004by the Principal Secretary Finance (W&P) Department communicated in Govt. memo. No.3961 /F.8 (1)/2003-8, Fin. (W&P) Dept., dated 7-4-2004.)
- 3) In case where the seigniorage charges for earth is not added in the original estimate, the recovery is compulsory and in such cases, necessary provision may be made in the Revised Estimate / Work-slip
- (Ref:-Minutes of meeting dated 17-12-2003 by the Principal Secretary to Govt., Finance (W&P) Dept., communicated in the Govt.memo.No.3961 /F.8(1) 2003-1, Fin (W&P) department dated 27-12-2003 read with Minutes of meeting held on 15-3-2004 by the Principal Secretary Finance (W&P) Department communicated in Govt. memo. No.3961 /F.8 (1)/2003-8, Fin. (W&P) Dept., dated 7-4-2004.)

(Please see page No.125 for latest rule position)

6.6.3 **Value Added Tax (VAT):-**VAT Act 2005 has been introduced with effect from 1-4-2005 in place of T.O.T/A.P.G.S.T. The recovery towards VAT shall be worked out on the value of work done for each bill duly furnishing a statement of VAT recovery from the bill.

VAT shall be recovered as per the VAT Act which came in to force from 1-4-2005 and as per the instructions / orders issued from time to time by the Government / other appropriate authority. As per the Act and as per the instructions of the Government, recovery has to be made @4% towards VAT from each bill, if the value of materials component involved in the work is more than 10% of the total value of work.

6.6.4 VAT has to be deducted on the total value of work done as prescribed below:-

(I) All categories of contracts not falling in sub-clause (II) mentioned below.	4% of 70% of the amount payable as consideration for the execution of work.
II) Contracts for laying or repairing of roads and contracts for canal digging, lining and repairing.	2% of 70% of the amount payable as consideration for the execution of work.

Ref:-G.O.Ms.No.88 Revenue (CT-II) Department dated 27-1-2007.

Note:- (a) If VAT @ 4% of contract amount has been provided in the estimates, the VAT @2.8% or @ 1.4% as the case may be should alone be credited to the Commercial Taxes head of account ie., **040 VAT** and the balance amount may be credited to the works account with a view to prevent undue enrichment.

Ref:-1.G.O.Ms.No.88 Revenue (CT-II) Department dated 27-1-2007.

2. Govt., memo.No.602 /F.8(1) / 2006-8 of Finance(works & Projects) Department dated 19-7-2007

(b) The provision towards VAT may be made as an L.S. provision in the estimate without loading this into data of individual items of the contract and the same may be incorporated in the Agreement as Part II, so that the said provision can be utilized without giving scope for un-due advantage.

Ref:-Government Memo.No.602/F8(1)/2006Finance (Works & Project) Department dated 14-03-2007

© VAT on mobilization advance need not be collected (but VAT gets collected on its recovery from work bill).

Ref:-Got. memo.No.63719/F.8(1)/05, Fin (W&P) Department dated 28-5-05.

6.6.5 Latest position of recovery towards VAT:-

In the case of a dealer, executing works contract for Government or local authority wherever tax at the rate of 4% is added separately to the estimated value of the contract such tax shall be collected by the contractee and remitted in the manner as may be prescribed.

Ref:-1. A.P.Value Added Tax Act No.28/2008 dated 24-9-08. 2. Govt., Memo.No.602/F8(1) / 2006-9 Finance (Works & Projects) Department dated 23-10-2008 (Please see page No.125 for latest rule position)

- 6.6.6 **Hire charges:-**Statement showing the details of recoveries towards hire charges for any departmental machinery lent as per the rates concluded in the machinery supplemental agreement / Main agreement, for the number of hours / days / months or number of Kilometers run etc., for which the said machinery has been lent / put to use, duly recording log extract (relevant part only) etc, shall be furnished for effecting recovery of the same from the bill.
- 6.6.7 **Penalties / Fines / Liquidated damages:-**Statement of recovery showing details of penalties / Fines / Penalties, etc., (duly quoting reference to clause / condition of the agreement, orders of competent authority or other relevant information etc.,) imposed along with dates / No. of days / rate, amount etc., shall be furnished for effecting recovery of the same from the bill.
- 6.6.8 **NationalAcademy of Construction (NAC):-** Statement showing the details of recoveries towards contribution to NationalAcademy of construction @ 0.25% on gross value of work done shall be furnished for effecting recovery of the same from the bill.

Ref:-1. G.O.Ms.No. TR&B (B.I) Department dated 19-5-1998.

2. G.O.Ms.no.61 TR&B (R.III) Department dated 11-4-2000.

3. G.O.Ms.No.159 TR&B (R.III) Department dated 30-10-2004.

(Please see page No.126 for latest rule position)

- 6.6.8 **Labour cess at 1%:-** Labour cess at 1% shall be deducted on the bills payable to the contractors / executing Agencies for the works covered by the definition of buildings or other construction work with effect from 26-6-2007 as amended by the Government of Andhra Pradesh and a statement to that effect has to be furnished along with the bill for effecting the recovery.
 - Ref:- 1. G.O.Ms.No.52 LET & F (Labour-II) Dated 26-6-2007.
 2. G.O.Ms.No.42 Labour Employment, Training & Factories (LAB-II) Department dated 30-4-2007.
 - 3. Govt., Memo.No.4763/PFS/F-8/A (1)/07-1 Finance (works & Projects) Department Dated 4-2-2008.
- 6.6.9 **Quality Control:**-Statement showing the details of recoveries based on Quality control reports / other authority etc., shall be furnished duly quoting reference for effecting recovery of the same from the bill.

Where separate Quality control wings have been established in the departments for this purpose, necessary quality control certificates are issued to the effect of having conducted the necessary quality control checks duly indicating the recoveries, if any has to be enclosed to the bill and also suitably recorded in M.Books.

- (Ref:-1. G.O.Ms.No.195 PR &RD (Progs.II) Dept., dated 10-5-1999.
 - 2. G.O.Ms.No.101 PR &RD (Estt.I) Dept., dated 21-3-2000.
 - 3. Govt. U.O.Note No.382 /Adv / (QC)/2001 General Admn., (QC) Department dated 31-7-2001.
 - 4. CE P.R. Hyderabad Memo.No.W4-DEE-1 /QC/Gdlns/2004,dated 29-4-2004.
- 5. Engineer-in-Chief, RWS & S Engineering Department, Hyderabad Procds.No.Budget/RWS & S /V & QC / 5479 /2008 dated 08-08-2008.
 - 7. Chief Engineer (PR) Vigilance & quality Control, Hyderabad circular Memo.No.QC3/CE(V)/ Inspection/2003 dated 01-08-2003.
- 6.6.10 **Income Tax:** Statement showing the details of recovery towards Income-Tax at applicable rates on the total value of work done / charged shall be furnished for effecting recovery of the same from the bill.
 - Note:-1.Income-Tax needs to be recovered in all cases, where the Agreement value is Rs.20,000/- and more. Even in cases where each payment is below Rs.20,000/- and the aggregate of each payment exceeds Rs.50,000/- in a year, the D.D.O., shall deduct tax on such payments. (*Ref:- Section 194 C of the Income-Tax Act 1961*)

2. Income Tax on Mobilization / Equipment Advance shall also be recovered.

3. As per the existing rules, I.T. is to be recovered as follows:-

For Contract Work bills :	@2% + Surcharge + Education cess (as Applicable)
For Advertisement bills:	@1% + Surcharge + Education cess (as applicable).
For Consultation bills :	@5% + Surcharge + Education cess (as Applicable)

- (I.T. need not be deducted from bills of contracts 'purely of supply of materials' (however where part of contract includes other than supplies, I.T. is chargeable for the entire contract value).
- 6.6.10 **Central Excise duty**:-The element of central excise duty on the cost of P.V.C. pipes and cost of the S.P. Sets and wherever applicable shall be proposed for recovery, if the proof of payment towards C.E.D. is not produced by the contractor along with the bill.

Note:- Proof for payment of Central Excise duty paid by the contractor / Agency in the form of challan/Gate pass issued by the Central Excise Department shall be enclosed to the bill to admit the payment.

Ref:- Engineer-in-Chief, P.R. SRTGN Bhavan, Hyderabad Memo.No. RWS / Plg /T/ Sec/ Rates/2005, dated 18-08-2006.

- Note:-Central Excise duty will also be exempt on pipes required for obtaining untreated (raw) water from its source to the plant and for supplying the treated (potable drinking)water to the storage place from whichit would be further supplied for consumption of humans or animals. The duty concession would not be available forpipes required to supply the treatedwater from its storage place to the place of consumption. The concession would be subject to the certification by the Collector/District Magistrate/ Deputy Commissioner of the district in which the water treatment plant is to be set up.
- Ref:-Circular No.659/50/2002-CX dated 6-9-2002 of Ministry of Finance and company affairs Department of Revenue Tax research unit.
- 6.6.11 Exemption of Central Excise Duty shall be availed for all pipes used in the Rural Drinking Water supply schemes only and the procedure of obtaining refund shall be verified properly.

Ref:-©(1) Govt., Memo.No.47980/RWS.I/A.I/2004-1, PR & RD Department dated 13-4-2004

7.7.0. **Check-measurements**:-The object of check-measurement is to detect errors in measurement and to prevent fraudulent entries. Check-measurement should therefore be conducted with discretion and method those items being selected which appear obviously incorrect or which would be most easily susceptible of fraud or which would most seriously affect the total amount of the bill if inaccurate.

No payment shall be made for any item not check-measured by the Deputy Executive Engineer.

- 7.7.1 All items of work constituting a set of measurements recorded by the Section Officer in a day shall be checkmeasured by the Deputy Executive Engineer (all items costing more than Rs.500/-) duly covering a large portion of each item.
- 7.7.2 The Executive Engineer shall invariably checkmeasure all works costing Rs.5.00 lakh and above covering all the major items not less than 30% of the total expenditure incurred each time.
- 7.7.3 The Superintending Engineer shall invariably checkmeasure all works costing Rs.50.00 lakhs and above at 1/3rd, 2/3rd stages of work and before final measurements and such check-measurement shall cover not less than 30% of the total expenditure each time.
- 7.7.3 The checkmeasuring officer shall put his initials on the left side of the 'particulars' column in token of his having chechmeasured that line of measurement and this has to be observed by all the checkmeasuring officers (DyEE/EE/SE).
- 7.7.4 After conducting the checkmeasurement, the checkmeasuring officer shall record endorsement 'Checkmeasured by me from pages ----to---- of this M.Book under his signature with date on the left side of the appropriate page.
- 7.7.5 A register of works / supplies to be check-measured by the Executive Engineer should be maintained by the Deputy Executive Engineer to watch that all the bills for which the check-measurement has been dealt with. The register should contain such columns apart from the following information.
 - i. Serial Number.
 - ii. Name of work / supplies
 - iii. Date of measurement by the Section Officer.
 - iv. Date of receipt of bill from the Asst.Engr./Asst.Exe.Engr.
 - v. Date of checkmeasurement.
 - vi. Remarks.

7.7.6 The checkmeasuring officer should also attest all other corrections found in the measurement book and no corrections should be left unattested by the checkmeasuring officer at the time of checkmeasurement.

Note:-

1) For this purpose the term 'checkmeasured' should alone be used to denote checkmeasurement having been done and this should be recorded only in M.Book pages (and not in L.F. books). Any other terms like, 'Test checked' / super-checked / verified etc., shall not be used since they are not identified in the A.P.P.W.'A' Code.

(2) Check-measurement should be conducted before payment.

(3) Where the date of measurement and the date of check measurement is the same, certificate to the effect that 'measurement and check measurement are not done simultaneously' should be recorded by the checkmeasuring officer.

Ref:- 1.Paras 293-297 and 309 of A.P.P.W. A 'Code'.

2. Govt. Memo.No.42243 /Estt.I(1)99-2 PR & RD(Estt.I) Dept.dated2-2-2000.

3. G.O.Ms.No.101 PR & RD (Estt.I) Dept dated 21-3-2000.

4. G.O.Ms.No.84 I&CAD (PW.Q.C. & IWS) Dept. dated 6-6-2000.

5. U.O.Note No.382/Adv/(QC)2001, Gerl. Admn. (QC) Dept. dt.31-7-2001.

<u>Check-measurements to be done by the Panchayat Raj Engineering</u> <u>Department for the works taken up under APREGS.</u>

- **7.7.7** The Mandal Engineering Officers of Panchayat Raj Engineering Department shall checkmeasure every work taken up under the above scheme as per the operational guidelines by the state Cabinet.
- 7.7.8 The Mandal Engineering Officers shall checkmeasure the works executed and also checkmeasure the material procurement bills whose value exceeds Rs.50,000/-
- 7.7.9 The Mandal Engineering Officers shall inspect the works, attend the meetings of Field Assistants and Technical Assistants at Mandal level and clarify the technical doubts besides train them in technical aspects.
- 7.7.10 The Engineers of P.R. Department shall continue to have the technical powers as prescribed in the operational guidelines of APREGS and will participate in planning process in identification of works etc.,
- 7.7.11 The Deputy Executive Engineers and Executive Engineers also inspect the works for which they have given technical sanction.

Ref:-1. G.O.Ms.NO.47 P.R. & R.E. (E.III) Department dated 14-02-2007.

$\underline{CHAPTER-V}$

8.8.0 Certain Important points on Vigilance and Quality Control wing:-

- **8.8.1** Quality control wing in execution is a prime requisite to ensure the longevity and performance of any Engineering system. In order to ensure the Quality control / Quality assurance, the Engineer-in-Chief, R.W.S. & S Engineering Department, Hyderabad has created the Vigilance and Quality Control wing of R.W.S. & S Departmentheaded by one Chief Engineer and along with supporting staff at state head-quarters duly supported by one sub-division for each zone consequent on formation of new R.W.S. & S Department with effect from 1-4-2008 due to reorganization of the P.R. Engineering Department.
- **8.8.2** The following Vigilance and Quality control wing sub-divisions are formed in the state at the places noted below.

S.No.	Zone	Name of the Sub-division	Location	Name of the District.
1	Ι	V&Q.C. Sub-division,	Vizianagaram	Vizianagarm
		Vizianagaram		
2	II	V&Q.C. Sub-division,	Kakinada	East Godavari
		Kakinada		
3	III	V&Q.C. Sub-division,	Ongole	Prakasam
		Ongole		
4	IV	V&Q.C. Sub-division,	Kurnool	Kurnool
		Kurnool		
5	V	V&Q.C. Sub-division,	Karimnagar	Karimnagar
		Karimnagar		
6	VI	V&Q.C. Sub-division,	Hyderabad	Ranagareddy
		Hyderabad		

Ref:-1. G.O.Ms.No.508 GA (Spl. A) Dept., Dated 26-6-2007.

2. Engineer-in-Chief, RWS & S Department Hyderabad procds.No.Budget /RWS& S / V&QC /5480 / 2008 Dated 08-08-2008.

8.8.3 The Chief Engineer (Executive Director, Geology) incharge of Vigilance & quality Control Wing shall conduct surprise checks of works being executed in the department periodically and if any deviations, irregularities noticed in execution of

works he will submit a detailed report to the Engineer-in-Chief (RWS & S) Hyderabad for appropriate action against the erring officials.

- **8.8.4** The Chief Engineer V&QC shall inspect the materials being used in the execution of works such as electrical pumps and motors and all types of pipes, valves etc., for the works costing Rs.10.00 crores and above at the manufacturer's workshop along with one representative for the field officials concerned before being utilized and issue quality control certificate.
- **8.8.5** The quality control inspection of materials like electrical motors/pumps all types of pipes, valves etc., shall be conducted by the team of officers consisting of quality control wing and field engineers as given below.

Sl.No.	Works costing	Inspection Officers.
1	Rs.10.00 crores and	Chief Engineer. (Vig. & Q.C.) and field
	above	SE/EE/DY.E.E. R.WS & S concerned. The C.E.
		(V&QC) will issue the test certificates.
2	Works costing less than	Superintending Engineer, R.W.S.& S concerned and
	Rs.10.00 crores upto	Dy.E.E. (QC) RWS &S concerned district. The S.E.
	Rs.1.00 crore	(RWS) will issue test certificate.
3	Works costing less than	Executive Engineer (RWS&S) concerned and Dy.E.E.
	Rs.1.00 crore upto	(QC) RWS&S concerned. The E.E. (RWS) will issue
	Rs.5.00 lakhs	the test certificates.
4	Work costing less than	Deputy Executive Engineer (QC) RWS&S concerned
	Rs.5.00 lakhs	along with concerned DyEE / S.O. The Dy.E.E. Q.C.
		(RWS) will issue the test certificates.

- **8.8.6** The field staff should verify the quality control certificates issued by the Vigilance and Quality control wing or other competent authority as given above before the material being used. The materials shall also be tested in the field after laying and jointing with full designed test pressure or $1\frac{1}{2}$ time the working pressure as the case may be.
- **8.8.7** The 3rd party quality control inspection by the specialized agencies like **SGS**, **RITES**, **Engineers India Limited** shall be provided where ever necessary and a provision to that effect shall be made in the tender documents and agreements.

Ref:-Engineer-in-Chief, RWS & S Department Hyderabad procds.No. Budget /RWS / V&QC /5479 / 2008 Dated 08-08-2008.

8.8.8 TESTS TO BE CONDUCTED ON THE WROKS OF OHSR'S, GLSR'S, OHBR'S' ELSR'S, S.S. FILTERS, R.S.FILTERS, AND CLEAR WATER SUMPS.

A. Foundations:-

Before starting the work the safe bearing capacity of soil must betested in the approved/authorized laboratory for adopting suitable designs.

B. Materials Testing:-

a) Cement:-Generally O.P.C. cement of specified grade (BIS) marked should be used. The following tests should be conducted on one cement bag for each consignment.

- 1) Initial setting time.
- 2) Final setting time
- 3) Fineness
- 4) Soundness
- 5) Compressive strength.

b) Steel:- HYSD Fe 415 conforming to IS: 1786 should be used. The following tests are to be conducted on all diameters for each consignment.

- 1) Tensile strength
- **2)** Modulus of Elasticity
- 3) Weight Kg/Mt.
- 4) Percentage Elongation.

c) Aggregate:-Course aggregate of granite variety should be used. The following tests to be conducted for aggregate.

- 1) Grading Test
- 2) IMPACT Value
- 3) Crushing Value
- 4) Flakiness Index
- 5) L.A. Abrasion Value

d) Sand:-Sand should be clean from all impurities. Silt content in the sand should not be more than 4% by weight. The following tests to be conducted.

- 1) Silt content
- 2) Fineness modulus (less than 2.0 and more than 3.5)

Sand (Fine & Coarse) used for S.S. filter & R.S. filters should be used after sieve analysis, sand should be thoroughly washed before use in the filter beds.

C. Concrete:-Concrete cubes of 150 mm X 150 mm X 1.50 mm should be cast and testedat different levels of structure for 7 days and 28 days for compressive strength the frequency of sampling should be as follows.

Quantity of concrete in work (in cum)

No. of samples.

1 5	1
6 15	2
16 30	3
31 50	4
Note: One sample will have 3 specimens	
Example:- For 4 Cum concrete – 1sample	- 3 Cubes for 7 days

- 3 cubes for 28 days.

The following tests to be conducted for concreting:-

- 1) Slump Test
- 2) Cube Strength (Compressive Strength)
- Vibrator, machine mixers should be invariably used.
- > All the structures should be verified for its water tightness and verticality.
- Materials used for concrete must be measured with 1.25 Cft. Measuring boxes.
- All the members of OHSR's/Filters like columns and braces should be thoroughly cleaned (debris) Honey combs shall be filled with the same ratio of cement mortar of that member to allow for simultaneous curing.
- Valves must not be hanged in the middle of the vertical
- Connections and they shall be fixed on ground after duck foot bends.
- Proper cover (for reinforced members) should be maintained as per specifications.
- While fixing lightening arrestor it should be placed at the centre of top of the slab and the connecting wire should be properly insulated and proper earthening should be arranged.
- > Photographs at each stage of work with reinforcement must be taken and field officers must maintain a photo showing all components of work.

8.8.9 Pipe Lines:-

All the pipes used in the work should be BIS marked and must be got quality tested by the officers mentioned in the Engineer-in-Chief, RWS & S Department Hyderabad procds. No. Budget /RWS / V&QC /5480 / 2008 Dated 08-08-2008.

The selection of pipe ie., Diameter, Type & Class shall be on the basis of hydraulic statement. The bottom & sides of trench should be trimmed and it should not have any hard, sharpened rock like materials. Since the pipes will undergo vibrations proper bedding should be done.

If B.C. soils are met proper care to be taken while laying pipeline. Since the B.C. soils have seeds in it there is every danger of roots entering into pipes which may in turn cause leakages and obstruction to flow of pipeline. Hence proper envelope should be made with sand around pipes.

8.8.10 Field Test:-

After laying pipeline before refilling the trench, the pipe line each segment of 500 meters must be tested hydraulically to a field test pressure $1\frac{1}{2}$ times working pressure.

Air valves must be fixed at interval of 500 meters and also at apex point (ie., at Gradient change).

8.8.11 Pump Sets with Accessories:-

I.S.I make pump sets and accessories must be used. The type and stages are selected on the basis of design calculation and discharge requirements.

8.8.12 Bore-wells:-

- 1) Yield of Bore-wells must be checked.
- 2) Geologist report Source selection / finalization.
- 3) Water quality test reports.
- 4) H.P. Calculation of pump set.

8.8.13 Operation & Maintenance of C.P.W.S. Schemes:-

The main aim of the C.P.W.S. scheme is to supply of potable water in a proper manner to all habitations for which it was designed. Hence, the field officer must ensure to supply required quantity of water to tail end habitations regularly. Residual chlorine 0.2 - 0.3 ppm must be maintained at tail end by proper DIS-INFECTION (Bleaching powder, Chlorination) arrangements.

8.8.14 The following Quality Control Registers are to be maintained invariably.

For 40 K.L. OHSR and above, for S.S. Filters, R.S. Filters all the materials must be tested as mentioned above and must be recorded in the registers and also the test results must be recorded in M.Book. The field officers must present the following registers to the inspecting officers whenever they visit.

- 1) S.B.C. of soil Registers.
- 2) Steel Test Registers
- 3) Cement Test Registers

- 4) Concrete cube Test Registers.
- 5) Concrete placement Registers.
- 6) Pipeline Testing Registers.
- 7) Material stock Register.
- 8) Aggregate Test Registers.
- 9) Site Order Book.

Note:- The above registers must be maintained and make available at site.

8.8.15 Certain important guidelines relating to the maintenance of C.P.W.S. Schemes etc.,

- 1) While sanctioning the estimate the sub-divisional officers must see that the specification report prepared with all the information like habitations status, existing facilities, proposed and design calculation sheet and hydraulic statement.
- 2) Assets register like bore-wells data and pump sets, schemes must be maintained in Sub-division and Section level.
- **3)** All the schemes completed in all respects must be handed over to the concerned Grama-Panchayaths for maintenance properly and the certificate relating to the handing over of scheme should be maintained in sub-division level.
- 4) All the Schemes which were completed should serve the public with potable water.
- 5) Water from all the sources for schemes and Hand pumps must be regularly tested for its potability.
- 6) All the storage reservoirs must be cleaned regularly and chlorination must be done and residual chlorine must be maintained with 0.20 to 0.30 ppm at tail end points.
- 7) All the field officers are instructed to execute the works duly following APDS Specifications, I.S. Codes and CPHEEO manual.
- 8) Provision of 0.5% towards quality control charges must be made in the estimates.
- **9.9.0** Extension of time:-Reasonable extension of time will be allowed by the Engineerin-Charge or by the officer competent to sanction the extensions for un-avoidable delays such as may result from cause which in the opinion of the Engineer-in-Charge are undoubtedly beyond the control of the contractor.

- 9.9.1 Where the work is not completed within the time schedule given in the agreement extension of time granted by competent authority is required, even for part bills and reference to the order or extension of time issued by competent authority shall be noted in the M.Book and bill and a copy of the order shall be attached to the bill.
- 9.9.2 Where the condition of the Agreement stipulates levying of liquidated damages, the Extension of Time granted by the competent authority shall clearly indicate the details of liquidated damages so imposed shall not be nominal (say like Rs.1000/- or 2000/- etc.,) but they shall be worked out and recorded in accordance with the execution of work 'vis-à-vis' the Milestones fixed in the Agreement or the Revised Milestones approved by the competent authority and the order of grant of Extension of Time shall also clearly indicated the manner in which the liquidated damages already recovered earlier are to be treated.
- 9.9.3 When the milestones are fixed in the Agreement, execution of the work detailing the quantities executed within the Milestones / Revised Milestones approved by the competent authority (with dates and quantities under each item) and the quantities executed beyond the Milestones / Revised Milestones approved by the competent authority shall be recorded in the M.Book and bill. After arriving at the quantities falling beyond the Milestones / Revised Milestones, the number of days of delay attributable to the contractor is derived and multiplied with the rate for each day of delay and the final liquidated damages recoverable shall be arrived at.

Note:- Where extension of time is granted by the competent authority, the following shall also be got extended suitably corresponding to the extended date.

- a) Validity of Bank Guarantee (towards EMD/FSD/ASD etc.,) should also be got extended suitably for the extended period upto the end of the 'Defects Liability period' prescribed.
- *b) The coverage of the Insurance also should be got extended suitably for the extended period.*

<u>CHAPTER – VI</u>

OTHER PROCEEDURES ON VARIOUS ASPECTS RELATING TO MISCELLANEOUS PAYMENTS ETC.,

- 1.1.0 **Reimbursement of Insurance Premium:-**This claim shall be preferred in the H.R. form No.28 duly recording in the M.Book duly following the guidelines mentioned below.
 - a) Check the claim for reimbursement of insurance is included in the Part II of the Agreement, so that the same can be restricted to the provision made therein (Part-II of Agt.,) or the provision made in the estimate whichever is the least.
 - b) Check the amount of reimbursement of Insurance premium is restricted to the actual premium paid by the contractor.
 - c) Check whether the insurance premium is paid by the contractor and copy of insurance bond to that effect is furnished, (if the premium recovered from the bill, reimbursement of insurance premium is not entitled by the contractor).
 - d) Only copy of the Insurance policy (not original) shall be enclosed to the bill.
- 1.1.2 **Reimbursement of engagement of Technical Agents:-** This claim may be preferred in the H.R. form No.28 duly recording in the M.Book.
 - a) Amount of reimbursement of engagement of Technical Agents shall be restricted to the actual amounts paid or the provision made in part-II of the agreement or the provision made in the estimate, whichever is the least.
 - b) Enhancing the provision towards reimbursement of Technical Agents in the R..E / Workslip to accommodate higher reimbursement than that provided in the original estimate or concluding supplemental Agreement to allow reimbursement / higher reimbursement than that provided in the original Agreement shall not be entertained and the reimbursement should be restricted as in (a) above only.
 - c) The reimbursement of engagement of Technical Agents shall be allowed only for the number of months originally contemplated in the agreement.

- d) The names, addresses and qualifications shall be the same as found in the agreement.
- e) The reimbursement shall be with reference to the wages per month as per SSRs only (depending on whether the T.A. is a graduate Engineer or Diploma holder etc,) of the year concerned and multiplied by the number of months for each Technical Agent and in any case, the total reimbursement shall not be more than that indicated in (a) above.
- f) For reimbursement the contractor should produce (a) appointment order copy issued to the T.A. (b) acceptance letter of the T.A. accepting the appointment (c) Receipt with stamped acknowledgement from the T.A. in token of his having received the wages. (d) Attested copy of Educational Qualifications possessed by the T.A., along with the claim.
- 1.1.3 In respect of Roads works, if less bitumen is used, or if over-sized metal or sand is used etc., necessary recovery shall be proposed by the Executive Engineer as per the inspection authority / Quality control Reports etc,. Similarly any recoveries proposed by the Vigilance and Quality Control wing in respect of the works pertains to R.W.S & S Department, the same may be recovered from the contractor's bill.
- 1.1.4 Where provision towards L.I & L.A. are not allowable as prescribed in the rules, but provided in the estimate, recovery of the same shall be made from bills. (Please see page No.129 for latest rule position)
- 1.1.5 If the validity of Bank-guarantee towards EMD / ASD / Mobilisation Advance / Equipment Advance etc., is not revalidated as required from time to time, necessary recovery shall be made from the bills of the contractor..
- 1.1.6 No extra payment towards bailing out of water shall be allowed.
- 1.1.7 No payment shall be allowed for overlapping and chairs in the case of Steel frame work.

1.2.0 Checks to be exercised towards payment of price escalation/adjustment:-

a) The quantities executed during the particular month shall be computed in respect of each item of work as per the dates of measurements recorded in M.Books and L.F. books (final check levels, if they are based on levels) and it should be ensured that the quantities so taken are correctly taken and agree with the quantities taken into account in the Abstract of work bill recorded for the work done for that month.

b) The formula given in the Agreement / Government orders are adopted correctly for each component and computation is done correctly.

c) Price variation shall be allowed only for such of the components stated in the Agreement.

d) While admitting the Final bill, it should be ensured that the provision towards 'Price Adjustment / Escalation in prices' made in the R.E. / Work slip is sufficient to accommodate the bill on account of the same.

e) The bill of 'Price Adjustment / Escalation in prices' is to be exhibited in Memo. Of payments distinctly, below the total value of work done and the grand total of both work done value and 'Price adjustment' is arrived at for payment under gross and this should be done for each bill. This enable verification of amounts paid in every bill towards 'Price Adjustment' with reference to the provision made in R.E. / W.S.

A proforma for allowing the Price-escalation is appended in annexure –I.

1.3.0 Payment of Mobilization Advance:-

- 1.3.1 The mobilisation advance upto 10% can be sanctioned and payable to the contractors for the works costing more than Rs.1.00 crore of estimated cost against an unconditional and irrevocable bank guarantee with reference to the terms and conditions laid down in the Agreement.
 - The mobilisation advance of 10% calculated on contract value includes (i) 5% for Labour Mobilisation Advance and (ii) for Machinery and Equipment procured. The mobilisation advance of 5% towards labour mobilization be paid in two instalments as detailed below.
 - a) 1% after concluding the agreement.
 - b) 4% at the time of commencement of work (After completion of investigation, survey & designs).
 - Ref:-Govt. Memo.No.26135/Reforms/06 Irrigation & CAD Department dated 16-09-06.
 - 2) The contractor should produce Bank-guarantee on approved list of Nationalised / Scheduled Bank (on other than banned banks) in the format prescribed in the Agreement. The B.G. should be obtained in favour of the Agreement concluding authority for the amount specified in the agreement on non-judicial Stamp paper of appropriate value for the work duly specifying the purpose, and the B.G. should be valid till the entire advance with interest is repaid completely.

The genuineness of the B.G should be verified by the Agreement concluding authority with the bank.

3) In the case of Machinery / Equipment advance @5%, the following guidelines

may be followed.

- a) Necessary invoice shall be produced by the contractor in support of purchase of the Machinery / Equipment and it should be attached to the bill (Form HR-28) duly recorded in the M.Book and bill suitably. The invoice should also indicate name of work for which it is intended and name of the contractor to whom the work is entrusted. The date of invoice should be after the date of conclusion of the Agreement.
- b) The Contractor should submit an undertaking to the effect that they have not obtained any Mobilisation Advance from the Government against the machinery /Equipment for which the claim is preferred by them for payment of Mobilisation Advance.
- c) After recording the bill by the A.E. / A.E.E., it should be certified by the Deputy Executive Engineer to the effect that 'the machinery / equipment is required for due performance of the contract and it has been brought to the site of work by the contractor should be recorded in M.book and bill duly listing the details of machinery / equipment (which should agree with the listed in the invoice).
- d) The payment should be limited to the value of invoice or 5% of contract value which ever is less.

Note:- 1. In respect of new machinery / equipment purchased, the Advance shall be 100% value as prescribed in the agreement and subject to (d) above.

2. In respect of old machinery / Equipment purchased the advance is payable at 50% of the invoice / 50% of the depreciated value as prescribed in the agreement as per the registered sale deed subject to (d) above. In the case of such machinery / equipment, it should be certified by the A.E./A.E.E. to the effect that the said old machinery / Equipment is in working condition duly verified by the Dy.E.E.

3) No mobilisation advance is payable on the pre-owned machinery prior to conclusion of the agreement for the work or leased machinery or purchased by an individual firm in respect of joint ventures though that individual firm happens to be a partner in the joint venture.

4) In certain agreements payment of mobilisation advance is also provided on ordered machinery. In all such cases payment may be made based on the proforma invoice furnished by the supplying company against the order placed by the contractor.

(Ref:-Govt. Memo.No.103276/F-3 (2)/05-3 Fin. (W&P) Dept., dt.8-12-05.)

5) The advance paid to the contractor should not be misused for purpose other than that for which it is intended and if it is not so utilized (or) if the

undertaking given by the Contractor for drawal of Machinery Advance / Equipment Advance is found to be false later, the entire advance due shall be recovered from the contractor in lump sum and no further advance shall be considered thereafter.

1.3.2 Recovery of Mobilisation Advance:-

- a) The recovery of advance from part bills shall commence in the next immediate payment following that in which the total of all such payments to the contractor have reached 10% / 15% of contract value as specified in the agreement.
- b) The first recovery of the Advance shall commence from such part bill (as stated in (a) above) @20% / 15% as specified in the agreement calculated on the value of work done and paid for (upto that part bill) along with interest payable upto that date, further recovery of Advance and interest (calculated on the balance as end of previous bill) in subsequent bills shall be made at the percentage prescribed.
- c) In any case, it should be seen that the entire advance is recovered before the expiry of the original time for completion of the work and by the end of 80% work done value whichever is earlier.
- d) While calculating the interest on the advance / balance of advance from time to time, the actual date of issue of cheque for advance / of payment of previous bill wherein part of advance plus interest was recovered shall be considered, and actual number of days for which the interest shall have to be worked out applying the rate of interest prescribed (and the number of days in a year shall be taken as 366 for a leap year and 365 days for a non-leap year).

1.4.0 Procedure for refund of E.M.D / F.S.D. / A.S.D:-

- 1.4.1 A) For refund of EMD /FSD /ASD, the Hand receipt in Form No.28 may be used duly recording in the M.Book giving the M.Book page Number in which the said recoveries were effected in case the E.M.D / F.S.D./ A.S.Ds were recovered from the contractor bill. The E.M.D/F.S.D / Retention money may be refunded to the concerned after completion of defect liability of two years from the date of completion of work in all respect.
- 1.4.2 The defect liability period for both original and maintenance work is 2 (two) years from the date of completion of the work in all respects.

(Ref:-G.O.Ms.No.94 I&CAD (PW:Cod) Dept., dated 1-7-2003.)

- 1.4.3 The following certificates should be furnished in the M.Book as well as on the bill form (H.R.form No.28) invariably.
 - 1) Certified that the Final bill has been paid vide voucher No.-----dt-----recorded in page ------ / M.Book No.-----
 - 2) Certified that the work has been completed on ------ and necessary defects liability period of ------(period) is over by -----and no defects are noticed.
 - 3) Certified that necessary contra entries are made in the deposit / Cash books of division office (wherever original entries are made).
 - 4) Certified that no recoveries are due from the contractor.
 - 5) Certified that no I.R. paras of A.G. / Audit reports are outstanding on the work.

The following shall be verified during the check of the above bill in division office.

- 1) The date of completion, date of payment of Final bill, date of expiry of defects Liability period etc., should be verified with reference to the entries in M.Book, Agreement condition etc.,
- 2) The recoveries Watching register / Work file should be verified whether any amounts are due to be recovered or any short recovery is pointed out by audit.
- 3) Whether the amounts are due for release.
- 4) Whether the amounts are found in the Deposits Register being maintained in division office and necessary entry of their refund should be made in red ink in the Deposit Register and in the Cash Book and also in the M.Books where such Deposits are found in the Memo., of payments.

1.5.1 CERTAIN IMPORTANT CLAUSES IN THE A.P.STANDARD SPECIFICATONS (APSS).

Sl.No.	Nature of lapse of breach of condition	Action in respect of K2 piece work contract	Action in respect of L.S. contract
	Failure to start the work after agreement is concluded or violating any of the provision of the contract.	Forfeiture of EMD at the discretion of the accepting authority	60 (A) of P.S. to A.P.S.S. (a) Notice to be issued under clause 60 (a) of P.S. to APSS advising the contractor to make up the short fall within seven (7) days of the receipt of the notice. If the contractor neglects to comply after a notice, which determination shall carry with it the forfeiture of the E.M.D. The Executive Engineer shall determine the contract with forfeiture of EMD. (i)The amount withheld under clause 68 in intermediate bills (ii) value of work done but not paid for or such portion of such total sums as shall be assessed by the Executive Engineer. Any authority higher in rank may waive or modify the forfeiture. (b) If however the Executive Engineer notwithstanding the failure of the contactor or comply with the demand referred to in clause 60 (a) shall permit the contractor to proceed with the work, or part and continue and complete the whole or such part of the work, such provision, shall not be deemed to be a waiver in any respect by the Executive Engineer of the right of forfeiture under this clause provided that any such forfeiture under this clause shall not exceed 5% of the total of the finished contract

	amount. Any authority higher in rank may waive or modify the forfeiture.
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	Nature of lapse of	Action in respect	
Sl.No.	breach of condition	of K2 piece work	Action in respect of L.S. contract
51.110.	breach of condition	contract	Action in respect of L.S. contract
2	Foilura to show		Some as in item 1 (b) 60 (P) of
2	Failure to show progress after starting the work	Imposing fine by the authority accepting the agreement not exceeding 5% of thefinished contract amount	P.S. to A.P.S.S. 60 © If the rate of progress is not maintained, the Executive Engineer can give any part of the work to any other contactor at rates not exceeding the rates provided in the original agreement. If the tenders are called for, the difference in cost shall be charged to the original contract not exceeding 5% of finished contract and the contract
3	Stopping of work or refused to do further work in course of execution(Suspension of work)	The authority accepting the agreement may terminate the agreement. The work done shall be finalized enforcing the forfeiture of deposits or not at the discretion of the authority.	days from the date of receipt of the notice. The Executive Engineer may take possession of

			original contractors' dues. (Amended vide G.O.Ms.No.181 I&CAD dt.27-9-97.
Sl.No.	Nature of lapse of breach of condition	Action in respect of K2 piece work contract	Action in respect of L.S. contract.
			Tender shall be called for the balance work with reference to R.E., prepared as per prevailing S.S.R. In case the R.E. exceeding the original estimate beyond the powers of the officers the position shall be brought to the notice of Govt., The Chief Engineer is competent to sanction the R.E., if the revision is purely based on the increase in S.S.R
4.	Due to death or insolvency or imprisonment etc., of the contractor.	The contract may be determined at the option of Executive Engineer by notification in Gazette etc., and work done shall be paid to the contractor or to his legal heirs.	at the option of the Executive Engineer by notification in Gazette etc., and work done shall be paid for to the contractor or to his legal heirs (Clause 72 of A.P.S.S.) The contractor's claim over the

- 1.5.2 P.S. to A.P.S.S. form inseparable condition of all agreements. (P.S. 2)
- 1.5.3 Legal address: Notice delivery at the address given by the tenderer or posting in a box regularly maintained by post office shall constitute proper delivery (P.S.10).
- 1.5.4 Authorised deletions / omissions or additions (under clause 16 by P.S. to A.P.S.S.) may have to be ordered by the Executive Engineer only with the approval of the authority which approved technically the original drawings and specifications. In case the deletions / additions are of such nature as to alter the very scope of the original sanctions requiring revision of estimates by the Government then such administrative approval shall be obtained to the revised estimate first before taking action under clause 16 (b) of P.S. to A.P.S.S.
- 1.5.5 Contractors are responsible for the material supplied by the department (P.S. 26)
- 1.5.6 The Executive Engineer has got full powers to reject any portion work which in his opinion is defective, in case of failure of the contractor to rectify the defective work. Executive Engineer may get it rectified at contractors risk (in lieu of rejection of work, he may make such allowance for the difference in the value as, in his opinion is reasonable (P.S. 27).
- 1.5.7 The contractor is responsible to rectify any defects notices upto 2 years after the date of completion. (P.S. 28).
- 1.5.8 In regard to quality of work, the Executive Engineer's decision is final. In case of dispute, the appellate authority is the Superintending Engineer and his decision is final (P.S. 29).
- 1.5.9 The contractor on the request of the Executive Engineer has to dismiss any person employed by him (P.S. 30).
- 1.5.10 Government may be represented at site by an individual who is not necessarily its regular employee to carry out the instructions of the Executive Engineer regarding progress or quality of execution (P.S. 32).
- 1.5.11 Carriage, construction plant, Scaffolding constructions, Temporary constructions, water and lighting latrines for work people, sun protections, keeping dry and pumping, tools and seigniorage charges, setting out of works, clearing up during progress and delivery all covered by the rates for work unless there are specific definite superseding instructions in the specifications to the contrary. No payment shall be made for the return trips with carts empty. Where there are loads also for

return trip, the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed (P.S. 33 to 43).

- 1.5.12 The contractor shall give notice in writing to the Executive Engineer when the work is ready to be handed over and shall be responsible for its maintenance until it is taken over by the Executive Engineer (P.S. 43).
- 1.5.13 The contractor, besides being bound by other conditions of P.S to A.P.S.S. is additionally responsible.

a) for observing laws.

- b) to provide suitable, hoarding, lighting, watchman wherever necessary.
- c) to comply with relevant instructions on blasting.
- d) protecting adjoining and existing premises.
- e) to afford facilities to the Executive Engineer to send workmen upon the premises to execute fitting and other works not included in contract etc.,
- f) for arranging holes for water service, gas electrical and sanitary fittings in the masonry & floors.
- g) for complying with the provisions of factory Act. (P.S. 44 to 49 & 51).
- 1.5.14 The work executed by the contractor shall be maintained at his risk until the work is taken over by the Executive Engineer. He should arrange his own insurance against fire and other usual risks. (P.S. 50).
- 1.5.15 Assignment of works without written permission by the Executive Engineer is forbidden.
- 1.5.16 The orders of the Executive Engineer with regard to extension of time for completing the contract or termination of the contract or of the employment a specialist for certain portion of the work as described in the respective clauses of P.S. to A.P.S.S. will further be subject to ratification of the higher authority who accepted the Tender (P.S. 55, 56 & 59).
- 1.5.17 The contractor is entitled to withdraw from the contract and obtain refund of his security deposit if intimation of handing over the site is delayed for more than two months from the date of acceptance of the agreements by competent authority. (P.S.58).

(Date of signing agreement is the date of handing over of site) (Ref:- G.O.Ms.No.94 I&CAD (PW.Cod) Dept., dated 1-7-2003

1.5.18 EXTENSION OF TIME:-

Reasonable extension of time will be allowed by the Executive Engineer or by the officer competent to sanction the extension for unavoidable delays such as may result from causes, which in the opinion of the Executive Engineer are undoubtedly beyond the control of the contractor. The extension granted by the Executive Engineer in respect of contracts where the Tenders are approved by the higher authority is subject to ratification of that authority. (P.S. 59)

(Please see page No.129 for latest rule position)

- 1.5.19 No payment shall be made for unauthorized extras (Clause 64 of P.S. to A.P.S.S.)
- 1.5.20 Finalization of accounts of any work does not absolve the contractor of his liability for any frauds or willful neglect or default in execution (*Clause 66 of P.S. to A.P.S.S.*)
- 1.5.21 No payment or advance will be made for unfixed materials when the rates are for finished items of work in site (*Clause 67 of P.S. to A.P.S.S.*)
- 1.5.22 The contractor is not entitled to interest for payment in arrears.
- 1.5.23 The contractor should furnish release and discharge certificate and income tax clearance certificate before payment of final bill (*Clause 70 of P.S. to A.P.S.S.*)
- 1.5.24 In every case in which provision is made for recovery of money, the Government shall be entitled to deduct the amount due under the present or any other account whatsoever. (*Clause 71 of P.S. to A.P.S.S.*)
- 1.5.25 Measurements and checkmeasurement can be taken in the absence of the contractor (3) three days after issue of notice. Over payments or wrong payments can be recovered from the subsequent bills or from the bills under any other contract.

Ref:-1. G.O.Ms.No.150 I&CAD (PW.Reforms) Department dt.18-08-2006.

3. PROCEDURES ON REGISTRACTION OF CONTRACTORS

Class of contractor	Value upto which can tender	Authority for registration	Solvency required	Fee to be remitted	Certificate of past experience in a year
1.Special Class					
(a) Civil	Upto any amount	Committee constituting Engineer-in- Chief and the Commissioner, Commissionerate	Rs.200 lakhs	Rs.10,000	Rs.500.00 lakhs
(b)P.H.Engg.	Not applicable	of Tenders (C.O.T.)		-do-	
© Furniture (d)Electrical (e)Transport	do— do— do—	(C.U.I.)		-do- -do- -do-	
(f)Fabrication and Erection of structures steel	Upto any amount		Rs.10.00 lakhs	-do-	Rs.25.00 lakhs
2. Class – I					
(a) Civil	Upto Rs.10.00 crores	Committee constituting Engineer-in- Chief and the Commissioner, Commissionerate of Tenders	Rs.100.00 Lakhs	Rs.6000/-	Rs.100.00 lakhs
(b)P.H.Engg. © Furniture (d)Electrical (e)Transport	Upto any amount	(C.O.T.)	Rs.2.00 L Rs.2.00 L Rs.2.00 L Rs.4.00 L		Rs.5.00 L Rs.5.00 L Rs.5.00 L Rs.5.00 L

2.2.1 Classification and Requisites for Registration:-

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(f)Fabrication and Erection of structures steel	Upto Rs.50.00 lakhs		Rs.5.00 Lakhs		Rs.12.50 lakhs
3.Class.II					
(a) Civil	Upto Rs.2.00 crores	Committee consisting of the Chief Engineer concerned, another chief Engineer of the same or other Department and Member Commissioner of Tenders to be nominated by the Commissionerate of Tenders. (C.O.T.)	Rs.20.00 lakhs	Rs.3000/-	Rs.40.00 lakhs
(b)P.H.Engg.	Upto		Rs.1.00 L		Rs.2.50 L
© Furniture	Rs.10.00		Rs.1.00 L		Rs.2.50 L
(d)Electrical	lakhs		Rs.1.00 L		Rs.2.50 L
(e)Transport	Upto Rs.20.00 lakhs		Rs.2.00 Lakhs		Rs.2.50 L
(f)Fabrication and Erection of structures steel	Upto Rs.20.00 lakhs		Rs.2.00 lakhs		Rs.5.00 Lakhs
4.Class—III (a) Civil	Up to Rs.1.00 crore	District Level committee comprising the Superintending Engineer available in the district and a representative of the Commissionerate of Tenders.	Rs.10.00 lakhs	Rs.2000/-	Rs.20.00 Lakhs

		(COT)			
(b)P.H.Engg. © Furniture (d)Electrical (e)Transport (f)Fabrication and Erection of structures steel	Upto Rs.5.00 lakhs		Rs.0.50 L Rs.0.50 L Rs.0.50 L Rs.0.50 L Rs.0.50 L		Nil Nil Nil Nil
5. Class—IV					
(a) Civil	Upto Rs.50 lakhs	Committee comprising the Superintending Engineer available in the district and a representative of the Commissionerate of Tenders. (COT)	Rs.5.00 lakhs	Rs.1000/-	Rs.8.00 lakhs
(b)P.H.Engg. © Furniture (d)Electrical (e)Transport (f)Fabrication and Erection of structures steel	Not applicable.				Nil Nil Nil Nil Nil
6. Class-V					
(a) Civil	Upto Rs.10.00 lakhs	Executive Engineer of the Division concerned.	Rs.1.00 lakh	Rs.1000/-	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-1 contractor. Certificate to that extent should be produced.
 (b)P.H.Engg. © Furniture (d)Electrical (e)Transport (f)Fabrication and Erection of structures steel 	Not applicable.		

Ref:-1.G.O.Ms.No.94 I&CAD (P.W.COD) Department Dated 1-7-2003. 2. G.O.Ms.No.130, I&CAD (PW. Reforms) Department Dated 22-05-2007.

2.2.2 Rules for Registration of Contractors:-

1.Registration of contractors in one of the following categories.

- (i) Special Class
- (ii) Class- I
- (iii) Class –II
- (iv) Class-III
- (v) Class-IV
- (vi) Class-V.
- 2. The Contractors of Special class, Class I, class II and Class III are eligible to take up the works throughout the state. The contractors of Class IV and Class V can tender for works by only within the circle where registration is done.

3. The contractor shall submit an application in the proforma given in the Annexure-IV to the concerned authority together with necessary documents support of his application as detailed below.

a) Application form with Rs.2/- court fee stamp affixed thereon.

b)Solvency certificate from the Tahsildar / a Schedule Bank.

c)D.D. towards registration fees.

d) Experience certificate.

- e) PAN (Permanent Account Number) card issued by the Income-Tax Department.
- f) Latest Sales Tax clearance certificate duly furnishing the TIN (Tax Index Number).

g) Copy of partnership deed in the case of registration of partnership / partners /companies.

h) Copy of the Engineering Degree in the case of un-employed Engineer.

4) A contractor can register hisname in more than one category.

5)Contractors of other state shall get themselves registered in this state before offering their tender for works in this state.

4. The authority competent to register the contractor in the concerned class shall take action to verify the credentials and antecedents of the contractor and issue suitable order registering the contractor.

5. The Registration shall be done throughout the year. (*Ref:-Gover.Memo.No.51644 / COD / 2004 I&CAD Dept., dated 02-04-2004.*)

6. The registration of contractor in any class once done shall be in force only for five (5) years in that particular class. The contractor shall register himself afresh every five (5) years thereafter.

7. The application of the contractors for registration in Special Class and Class-I may be recommended by the individual Chief Engineers to the Engineer-in-Chief for placing them before the Committee of E.N.Cs for its consideration and decision.

8. In the case of partnership / companies any changes in the partners shall be reported to the registering authorities within one month of the date of such change.

9. The applicant is required to furnish the following certificate, Certified that I will employ qualified technical personnel with suitable complimentary staff to meet the requirements of the works as specified in the Tender documents.

10. The registering authority may demote a contractor to a lower class if he,

- (a) fails to execute contract or executes it unsatisfactorily or is proved to be responsible for constructional defects (or)
- (b) has no longer adequate equipment, technical personnel or financial resources (or)
- (c) is responsible for any other matter which may justify his demotion to a lower class.
- (d) If quarrel-some, by nature.

11. Copies of the order together with a memorandum containing reasons for demotion should be forwarded to the Government through the concerned Chief Engineer and to the Engineer-in-Chief.

- 12. In case of contractor registered for more than one category or work (viz., Civil, Sanitary, Electrical, Transport and fabrication and erection of structural steel) the order regarding demotion would apply only to one category unless otherwise stated in orders.
- 13. The name of the contractor can be removed from the approved list if the he
 - (a) has on more than one occasion failed to execute a contract or has executed it unsatisfactorily (or)
 - (b) fails to abide by the conditions of registration or is found to have given false particulars or information at the time of registration.
 - (c) Persistently violates any important condition(s) of the contract, or
 - (d) is proved to be responsible for construction defects in a number of cases (or)
 - (e) is declared bankrupt, insolvent, wound-up, dissolved or partitioned (or)
 - (f) persistently violates the labour regulations and rules.
- 14. The reasons for removal from the approved list shall be intimated to the contractor and two weeks' time shall be given to him to offer his explanation. If the explanation is not satisfactory, action may be taken to remove the contractor from the approved list. The EMD shall also be forfeited.
- 15. The Chief Engineer may blacklist a contractor with the approval of the Government for committing serious irregularities such as bribery, corruption, fraud, smuggling, formation of ring, pilfering of unauthorized use of disposal of Government materials issued for specific work, interpolation in tenders,

refusal to pay Government dues continuously, conviction by the court of law for offence involving moral turpitude in relation to business dealings or suspected disloyalty to state. The E.M.D. shall also be forfeited.

- 16. Suspension of business with the contractor may be ordered by the registering authority for any indefinite period pending full enquiry into the allegations if the contractor is guilty of an offence in relation to the business dealings which if established would result in his removal, black listing and it is not desirable to continue business with the contractor.
- 17. Restoration may be considered at an appropriate time on the merits of each case by the authority who has passed the original orders.
- A higher class contractor shall also be allowed to tender for works in the lower classes without getting himself registered in the lower category.
 (*Ref:G.O.Ms.No.202 TR&B Department Dated 15-11-03.*

19. Furnishing of Income-Tax clearance certificate is dispensed with. (*Ref:-Gover.Memo.No.51644 / COD / 2004 I&CAD Dept., dated 02-04-2004.*)

Ref:-1.G.O.Ms.No.94 I&CAD (PW.COD) Department dated 01-07-2003. 2. G.O.Ms.No.172 TR&B Department dated 06-10-03. 3. G.O.Ms.No.173 TR&B Department dated 07-10-03.

ANNEXURE - IV

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

TO

The Chief Engineer/S.E./E.E., and address.

Sir,

Sub:-Contractor – P.W.D. Dept., (name of the department) – Application for registration as class I / II / III contractor – Submitted.

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

- i) D.D. No. Dated..... for Rs.... in favour of the Executive Engineer.....Division.....
- ii) Solvency certificate issued by competent authority for Rs..... (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.
- iv) Copy of PAN card / Latest Sales Tax clearance certificate.
- v) Certified copy of the partnership deed (in the case of firm).
- vi) Form © 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 case of Engineering Degree holders seeking registration).
- 3 I enclose a certificate to the effect whether the applicant or any of the partner or share-holders or any of the personnel working under the applicant is/are dismissed Government servants).
- 4 I certified that I would not get myself registered under more than one name.
- 5 I will get my registration renewed within 5 years from the date of registration.

Signature of the contractor.

3.3.0 Certain instructions on the works entrusted to S.C./S.T./ Wadderas Labour cooperative Contract Societies and Individuals belonging to S.C. / S.T. / Waddaras.

- 3.3.1 For S.C./S.T. / Wadderas Labour Co-operative Contract societies and individuals belonging to S.C./S.T. / Wadderas no solvency certificate needs be insisted upon for the purpose of Registration of contractor's upto Class. III.
- 3.3.2 No Second work shall be given to the Labour Co-operative Contract Societies of S.C./ S.T. / Wadderas and also to individuals belonging to S.C. / S.T. / Waddaras unless the work on hand already entrusted is completed to an extent of 50%.
- 3.3.3 At any time the total estimated cost of works entrusted to Labour Co-operative contract societies of S.C. / S.T. / Wadderas should not exceed Rs.20.00 lakhs.

Similarly the total estimated cost of works entrusted to individuals of S.C. / S.T. / Wadderas should not exceed Rs.10.00 lakhs.

- 3.3.4 Only un-skilled works will be entrusted to Labour belonging to Co-operativeSocieties of S.C. / S.T./ Wadderas and also individuals belonging to S.C. / S.T. / Wadderas.
- 3.3.5 The works are to be allotted based on the manpower available in the Labour Contract Societies as given below.

1 to 10 members	: Upto Rs.10.00 lakhs
10 to 15 members	: Upto Rs.10.00 to Rs.15.00 lakhs
15 and above	: Upto Rs.15.00 to Rs.20.00 lakhs

As the allotment of works is subject to availability of required labour with Societies adding of percentage towards L.I & L.A. as required in para 154 of A.P.W. 'D' code read with G.O.Ms.No.1452 P.W.D. dated 29-8-1970 shall be eliminated from the date for the rates.

- 3.3.6 No works be entrusted on nomination to Labour Co-Operative Contract Societies of S.C./S.T./ Wadderas and individuals of S.C./S.T. / Wadderas.
- 3.3.7 At the time of tender, the S.C. / S.T. / Wadderas Labour Co-operative Contract societies and individuals belonging to S.C. / S.T. / Wadderas should enclose a list of works for which they have applied for tenders during the year along with the application form duly showing their value and result of tender call. They should also enclose the details of works on ground indicating the date of allotment / agreement, progress as per Agreement, actual progress etc.,
- 3.3.8 The Labour Co-operative Contract Societies / Wadderas be exempted from payment of E.M.D. for works costing upto Rs.20.00 lakhs only.

- 3.3.9 The individuals belonging to S.C. / S.T. / Wadderas also be exempted from payment of E.M.D. for works costing upto Rs.10.00 lakhs only.
- 3.3.10. The above concessions to the individuals belonging to S.C. / S.T / Wadderas are to be applied only to un-employed and retrenched Engineers. This is to be certified by the District Collector based on M.R.Os/ Tahsildar verification.
- 3.3.11 For the works taken up by the Panchayat Raj Department / R.W.S. Department the area of operation for S.C. / S.T. / Wadderas Labour co-operative contract Societies and individuals belonging to S.C./S.T. / Wadderas, would be the Sub-divisions concerned. For other Departments the area of operation would be the District.
- 3.3.12 Without production of Audit certificate of Financial year by the above societies, no work can be entrusted to Labour Contract Co-Operative Societies and also to individuals belonging to S.C. / S.T. / Wadderas.
- 3.3.13 No work shall be either sub-letting to anybody or giving power of attorney to the professional contractors or any body and / or without getting the work done through any contractor through benami transactions. If any benami transactions comes to the notice of the Department, the concession holder shall be debarred from availing the concession for all the works in hand and black-listed.

Ref:- G.O.Ms.No.52 T. R. &B (B.I-I) Department dated 18-3-2000.

4.4.0 Guide lines on A.C.D.P. (Assembly Constituency development Programme) works:-

- 4.4.1 A.C.D.P. works with an upper limit of Rs.5.00 lakhs can also be entrusted to Village Level Works Committee / Self-Help Groups / User Groups consisting of stake holders. The nominee of the committee of the Group Leader shall enter into an agreement with the executing agency.
- 4.4.2 Maintenance of all records, check-measurements and payments to executants shall be the responsibility of the concerned executing agency.
- 4.4.3 The following records are accompanied for release of balance A.C.D.P. funds by the Chief Planning Officers concerned.

1. Two digital photographs taken before commencement of the work and after completion of the work pasted in a Legal size paper with work No. Mandal Name, work description and estimated value of the work (Loose photos will not be accepted, as it has to be upload into website).

- 2. Utilization certificate for the amount released till the date of correspondence.
- 3 Photostat copy of M.Book and Cash Book completely.
- 4. Reply to the check-memo.

(Ref:-G.O.Ms.No.18 Planning (VI) Department Dated 09-11-2005.

- 4.4.4 Community works executed by Village level works committees / Self held groups / User groups shall be exempted from levy of Petty supervision charges, Centage charges, Sales Tax, V.A.T., Seigniorage charges etc.,
- 4.4.5 No works shall be sanctioned or taken up from 1-4-2008 onwards under ACDP 2005-06 and 2006-07 by the District Collectors, as the scheme has ended by 31-3-2008. The amounts regarding pending bills for 2005-06 and 2006-07 shall be the final and no further payments shall be made. *Ref:- Govt. Memo. No.5178-1 / ACDP /Plg.VI/2007 Dated 01-08-2008.*

5.5.0 Guidelines on disposal of un-serviceable / condemned vehicles.

- 5.5.1 The existing period of the vehicles which is 10 years and 150,000 K.Ms., run has been raised to 15 years and 2,50,000 K.Ms., run respectively.
- 5.5.2 After completion of this period or usage, the vehicle will be deemed to have become unserviceable and it for condemnation.
- 5.5.3 Such vehicles shall be disposed -off by the user-department through public auction and no formal condemnation orders are required from any authority / Department Agency.
- 5.5.4 The existing system of condemning the Vehicles and getting the approval thereof has been abolished.
- 5.5.5 The Vehicles after completion of 15 years and 2,50,000 K.Ms., run would be straightaway put to public auction by the user department by giving wide publicity.
- 5.5.6 The upset price of such vehicles shall be fixed at 10% of the original cost of the vehicle without seeking any valuation certificate from any Department or Authority.
- 5.5.7 It will be the responsibility of the user Department to get these vehicles auctioned and no permission of the Government or any other Authority is required for auction or disposal of such vehicles.
- 5.5.8 The concerned user office/officer shall take responsibility to conduct the public auction in a transparent manner by giving wide publicity in the local news-papers.

(Ref: G.O.Ms.No.333 General Administration (OP.II) Department dated 31-07-1997.)

- 5.5.9 Worn out spare parts are to be classified into two categories.
 - (a) Which can be reused after repairs and after reconditioning
 - (b) Which cannot be used again and became unserviceable.

In respect of category (1) the parts which can be used after repairs shall be taken into the stock book allotting separate folios and expenditure on repairs be added by a debit voucher. The spare parts after repairs may be issued to other vehicles or sold to private parties.

In respect of category (2) they shall be declared as scrap by an officer not lower than the rank of Executive Engineer and disposed- off at frequent intervals.

(Ref:-G.O.Ms.No.375 T.R. & B Department dated 17-4-1979)

6.6.0 Procedure on maintenance of Tools and Plants (T&P) Accounts and Register.

The Tools and Plant of sub-division are of two kinds:

- (a) General or ordinary tools and plant, ie, those required for the general use of the office.
- (b) Special Tools and plant ie., those required not for general purpose, but for a specific work.

As and when the materials (comes under T & P) are purchased, a consolidated account of the receipts, issues and balances of Tools and Plant should be maintained in the sub-divisional office in Form No. 15 (PWD VI-9) Register of Tools and plant and it should be closed by 30th September of each year duly keeping them in three parts;

Part I :- For articles in hand. The articles under this part are grouped under the Prescribed sub-heads, which are;

- 1) Scientific instruments and drawing materials,
- 2) Plant and machinery,
- 3) Tools,
- 4) Navigation plant,
- 5) Camp equipage,
- 6) Live-stock, and
- 7) Office-furniture.

Part II:- For articles temporarily lent or sent out, (This may be shown as Nil, as such transactions are not in practice.)

Part III:-For shortages awaiting adjustment.

As soon as the transactions for the month of September have been posted, the accounts should be closed by 30th September and balanced, and the closing balances should be carried forward to the next year's return. The said register has to be closed by ending with 30th September of every year and should be submitted to division office along with current register and all related monthly accounts of receipts and issues for review of the Divisional Engineer before producing it to the Accountant-General party as and when they visit the division office for regular audit.

(Para 226 of A.P. Public Works Accounts code)

CHAPTER VII

7.0.0 Certain procedures on E.P.C. Contract System:

The departmental procedures are mainly based upon lump sum contract system and therefore there will be certain anomalies in the procedures that are to be followed and deviations from codal procedures.

Hence, Government of Andhra Pradesh have taken up large number of major and medium irrigation projects under E.P.C. (Engineering Procurement and construction) system for timely completion of the projects so as to complete the works contemplated with in the agreement amounts.

Engineer Procure & Construct Turnkey Contracts

i) EPC Contracting is a philosophy rather than a shear procurement procedure.

ii) It is only a part of a complicated venture Financial or other failure of this construction project will jeopardize the whole venture

iii) In this, there is total reliance on the contractor's skill and experience as a designer and constructor.

iv) Employer has to describe the Principle and basic design on functional basis.

v) The Employer's requirements should be Comprehensive, Accurate, Clear and un-ambiguous.

vi) The Employer or his consultants shall only be reviewing but not approving any of the proposals for its fitness for the purpose.

Advantages of E.P.C

•Quickness & Precision

•Certainty of final price

•Certainty of completion date

- •Use of Innovative methods
- •Use of cutting-edge Technology
- •Effective control over time bound outcome
- •Advantages of Private Sector

•Early fruit

Under E.P.C. contract system of agreement, investigation and preparation of designs, drawings and detailed estimate of the value of work shall be done by the Agency/contractor.

The detailed measurements including levels are recorded and section sheets containing areas etc., are plotted by the Agency/contractors only.

Payments are on certification by the Engineer-in-Charge.Works under this contract shall be executed as per I.S. specifications, Standard specifications of A.P.S.S. and Special specification attached and as directed by the Engineer-in-charge with reference to the working drawings.

(Ref:-Govt. memo.No.5217/Reforms/06 Dated 23-02-2006.)

7.7.0 <u>Administrative Approval</u>:- In case of E.P.C. agreements where tenders are called for without the Administrative approval, Government will ratify the same duly according administrative approval for the proposals received.

In case where the Executive Contract value is more than the Administrative approved amounts, Government will ratify the same duly according revised administrative approval for the proposals received.

(Please see page No.126 for latest rule position)

7.7.1. <u>Technical Sanction:-</u>Where tenders were called for without technical sanction, Government ratify the action in calling for tenders before according technical sanction for the proposals received.

Government will ratify the procedure followed by the competent authority in preparing the estimates for the works under E.P.C. contract based on the available data and in according technical sanction to the estimate so prepared for the proposals received.

7.7.2 Agreements:-Any deviations and in-consistencies from the format prepared by the committee of Chief Engineers that are noticed will be examined and action will be initiated against the erring officers.

7.7.3 E.M.D. and Bank Guarantee:-

- i) The Bank guarantee should be un-conditional.
- ii) The bank guarantees taken at the time of bid should not be utilized towards E.M.D, such Bank guarantees should immediately be replaced with un-conditional bank guarantees.
- iii) The agreement concluding authority shall verify the genuineness of the B .G. and after accepting the B.G., have to communicate the same to the P.A.O., duly endorsing the acceptance. The P.A.O.,

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should immediately communicate any lapses in the B.G., with in a week and the Executive Engineer shall be personally responsible for the correctness and validity of the B.G.,

7.7.4 Retention amount:-

- i) In the agreements already concluded with 5% as retention amount in the running account bill, it has to be retained.
- As per normal rules 7.5% is to be withheld as retention amount in the running account bill. Government direct that for future tenders on E.P.C. the retention amount should be at 7.5% of the running account bill. Accordingly in the present agreements the retention amount @ 7.5% has been incorporated.
- **7.7.5 Insurance**:- The insurance policy shall be obtained for the total period at the time of concluding agreement which shall form part of agreement and the policy should be obtained by paying the premium at one time only.

Whenever extension for the E.P.C. packages are granted, the concerned employer shall ensure that the E.P.C. agency shall obtain and produce extension of Insurance coverage to the extended period of contract without fail. (*Ref:-Govt., memo.No.28494/Reforms/2007-1, Dated 8-10-2007*) (Please see page No.126 for latest rule position)

7.7.6 Release of retention amount against Bank Guarantee:-

- i) Release of the retention amount against B.G., in multiplies of Rs.25 lakhs / 50 lakhs.
- ii) The retention amount @ 2.5% needs to be with-held by way of cash only from each intermediate bill.
- iii) On completion of total work, out of the 7.5% retention amount, 5% will be released at the time of making final payment and the remaining 2.5% retention money shall be released after completion of defect liability period.

(Ref:-Memo.No.5217 / Reforms / 2008 Irrigation & C.A.D. Department dated 23-12-2008 (Please see page No.127 for latest rule position)

7.7.7 Interpretation of Agreement Conditions:-

Any corrections or amendment to agreement involving financial commitment shall be by the Government only.

7.7.8 **Extension of time:-**The expert committee constituted is only competent to grant extension of time up to six (6) months. Beyond six (6) months, the

recommendations of the committee shall be sent to the Government for consideration.

7.7.9 Recovery of Mobilization Advance.

Deduction towards Mobilization Advance commences in the next interim payment following that in which total of such payments to the contractor reached 10% of contract value. The deduction will be made at the rate of 20% of the amount of all the interim payment together with interest. The exclusion of amounts paid till the stage of recovery is reached is not correct.

(Ref:- Government Memo.No.1938/F8 (1)/99-9 F&P (FW) Department dated 17-01-2000.

7.7.10 Salient points on the Duties of the Construction Engineers under E.P.C. system.

- i) Under E.P.C. system, the field Engineers are primarily responsible for Quality Assurance of the work executed by them and conduct all field Tests before allowing further work.
- ii) The following records and O.K. cards maintained by the E.P.C. Agencyshall check and produce to inspecting officers,

A) Registers:-

- 1. Site Order register.
- 2. Register of Bench marks.
- 3. Material O.K. Register.
- 4. Register of foundations.
- 5. Register of placement for concrete, Embankment, Reinforcement and other test report.
- 6. Register of test reports of compressive strength of concrete specimens.
- 7. Cement day book.

B) O.K. cards for big structures and heavy embankments:-

- 1. O.K. card for cast-in-situ concrete lining.
- 2. O.K. card for earth work embankment.
- 3. O.K. card for grouting.
- 4. O.K. card for structural concrete work.

(The inspecting officers should verify the above records with their observations and sign in the Registers maintained at site during their inspections.)

- iii) In earth work excavation embankment, the field Engineers have to check the pre-levels.
 - a) 1/3 rd of the pre-levels taken by E.P.C. Agency.
 - b) 100% levels in case of cut off and foundations.
- iv) Field Engineers (A.E/A.E.Es) have check 25% for pre-levels and 100% for final levels and measurements recorded by E.P.C. Agency, D.E.Es have to test check 25% measurements spread over the entire work.
- v) The Executive Engineers / Superintending Engineers have to check measure as per codal provisions and rules in vogue. (Please see para 7.7.2 and 7.7.3 of Chapter IV of this book).
- vi) The measurement books have to be maintained by the E.P.C. agency and finally handed over to the Engineer-in-charge.
- vii) The observations made by Third party quality control, Department quality control staff have to be invariably complied with before the next bill for payment is presented. To that effect certificate has to be recorded by the E.P.C. agency and countersigned by the field Engineers.
- viii) Under E.P.C. system of contract, fortnightly Management Meeting with E.P.C. agency by the Superintending Engineer shall invariably discuss the quality assurance aspects and records in the minutes of meeting regularly.

7.7.11 Certain instructions on recoding of measurements and certifying payments to the E.P.C.Agency.

1. Measurements are to be recorded by the E.P.C. Agency in the M.Books and L.F. Books.

- 2. The M.books and L.F. books are to be issued by the concerned Executive Engineer duly certified and numbered.
- 3. The field Engineers (A.E.,/A.E.E.,) have to check and record 25% of pre-levels and 100% for final levels.

4. The field Engineers (A.E./A.E.Es) have to check-measure 100% of final Measurements.

5. The field Deputy Executive Engineers have to check-measure 25% of the levels and measurements spread over the entire work.

- 6.The field Executive Engineers / Superintending Engineers have to check-measure as per the codal provisions and rules in vogue. (Please see para 7.7.2 and 7.7.3 of Chapter IV of this book).
- 7. The M.Books and L.F. books have to be maintained by the E.P.C.Agency and

finally to be handed over to the Department (Engineer-in-Charge).

8. The department, Q.C. staff have to check 25% of the final levels of earth work revetment, lining concrete, linear measurements of important structures.

9. Measurements will be recorded by the E.P.C. agency for the finished work duly certifying that all tests are conducted and work done by the agency in accordance with specifications and contract conditions by using the material specified in the contract.

10. The E.P.C. agency shall prepare monthly work bills based on the recorded measurements of work done and submit to the Engineer-in-Charge duly signed by them or his authorized signature for arranging payment.

The Agency is eligible for payment of completed portion of the work only as stated below for canal works as per clause 42 of the agreement, as the clauses specified in all the E.P.C. contract agreements were in the prescribed formats. For instance package 45 the unit length for eligibility for arranging of payment for earth work excavation of canals may be taken as 250 M for main canal (discharge between 1000 cusecs and 10,000 cusecs) 1.0 K.M. for branch canal (discharge between 100 cusecs and 1000 cusecs) 2.0 K.M. for distributaries (discharge between 10 cusecs and 100 cusecs) and 5 K.M for minors and sub-minors.

11. In respect of C.M. and C.D. works (structures) the intermediate payments will be in three stages as mentioned below.

- a) Completion of foundation including earth work i.e., 30% of payment
- b) Completion of sub-structured i.e., 30% of payment.
- c) Completion of super-structure including miscellaneous items i.e, 40% of payment.

12. The cost of earth work excavation and structures (on percentage basis with respect to whole work) mentioned in Schedule "A" of respective agreement.

13. Intermediate payments for each structure (in 3 stages) shall be for canals and distributaries (up to 10 cusecs discharge) only. For minor and sub-minor (below 10 cusecs discharge) no separate intermediate payment to the structure shall be considered. For minors and sub-minors payment shall be released when earth work excavation of canal and all structures (C.M. & C.D. works) are completed in full shape for a length of 5 K.Ms.

14.For other work like spillway, earth dam, pressure main, gates etc., the agreement clause for payment shall be followed keeping in view the agreement conditions.

15. The Engineer-in-Charge shall recommend for release of payment duly ensuring quality certificate by the third quality control agency / Departmental quality control staff (in absence of third party quality control).

7.7.12 Payments:-

- i) Payment shall be made as per the Annexure to Schedule-A of agreement which specifies the percentage of payments component wise.
- ii) The work should be carried out as per mile stones.
- iii) After receipt of the construction programme from the contractor, the Superintending Engineer should prepare the revised milestone in consultation with the Chief Engineer who will approve the revised milestones.
- iv) Where any financial implication is involved in this revision it should be referred to the Government for approval.
- v) 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.
- vi) Measurement will be recorded by the Agency/Contractor for the finished work only for which all tests are conducted the work done in accordance with specification and contract conditions by using the materials specified in the contract.
- vii) The Agency/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. Only completed portions of the works as indicated in the agreement are eligible for payment.

Payment in respect of Earth work Excavation:-

The unit length for eligibility for arranging payment for earth work excavation of canals may be taken as 250 M for main canal (discharge more than 1000 cusecs) 10 KM for branch canal (discharge between 100 cusecs and 1000 cusecs) 20 K.M for distributaries (discharge between 10 cusecs and 100 cusecs) and 5 Km for minors and sub-minors.

(Unit length for eligibility for arranging payment of earth work excavation is given in agreement and payment shall be as per agreement conditions only)

Payment in respect of C.M. and C.D. works:-

The intermediate payment will be in three (3) stages as noted below:-

a) Completion of foundation including earth work ie., 30% of payment.b) Completion of sub-structure i.e., 30% of payment.

c) Completion of super-structure including miscellaneous items i.e, 40% of payment.

Payment due shall not be withheld except for the reasons that any work is not in accordance with the contract and needs rectification or replacement and if the contractor failing to perform any work of obligation in accordance with the contract and as instructed by the Engineer-in-Charge.

All progressive payment are reviewed on quarterly basis and reconciled with the break-up of the schedule of payment and over payments / under payments if any to be adjusted in the next interim/final payments.

7.7.13 Price adjustment:-

i) Whenever it is said as price escalation it shall be read as "Price adjustment" to take care of increase and decrease of prices.

ii) No escalation in price and wages is presumable. However escalation on cement, steel and fuels is allowed if the prices increase by more than 5% of base rates and it is compensated in accordance with the formula stipulated in the agreement.

iii) Escalation shall not be allowed where liquidated damages are levied and extension of time granted for reasons attributable to the contractor/Agency.

(*Please see para 1.3.9 of this book for detailed information on price adjustment*)

(Please see page No.126 for latest rule position)

7.7.14 Levying of liquidated damages:-

If the Agency/contractor fails to compete whole of the work or any part thereof or section of the works within the stipulated period of individual mile stone (including any bonafide extension allowed by the competent authority without levying liquidated damages) the Superintending Engineer may without prejudice to any other method of recovery will deduct one twentieth of one percent of respective mile stone financial programme value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value as damages due from the contractor from any monies in his hands due or which may become due to the contractor. Payment of deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract. The maximum amount of liquidated damages for the whole of the works is 10% of final contract price.

Example:-Forcalculation of Liquidated damages on E.P.C., contract.

1) Total No., days lost to achieve the in the respective mile stone	= 32 day
2) Financial programme value of res Mile stone.	pective = 10.25 crores.
3) Total amount to be recovered tow per day.	ards L.Ds= 10.25 X 1/20 X 1% =Rs.51250/- per day
4) No., of days lost to achieve the tar	= 32 X 51250/- = Rs.16.40 lakhs

(Subject to a maximum 10% of the contract value)

7.7.15 Seigniorage charges:-

Seigniorage charges shall be recovered from the bills on the quantities used and measured at the rates mentioned in the agreement and as per the conditions of the agreement. All materials including ordinary earth used on the work will attract seigniorage charges even if they are supplied free of cost as per agreement conditions.

Please see page No.125 for latest rule position)

7.7.16 Preparation and presentation of work bills for payment:-

The Agency/Contractor shall prepare and present the work bill once in a month in the bill forms prescribed for L.S system of contract duly recording in the M.Bookalong with the supporting documents indicting the detailed report on the progress during each month for each section of the work and estimate contract value of the construction documents produced and the works executed up to end of the month as per the certificate issued by the Engineer-in-charge for effecting payment.

Recoveries shall be affected in terms of Agreement and other statutory laws. Retention money @7.5% on the amount of the bill shall be recovered. The schedules towards recoveries of the following shall be prepared and enclosed to the bill duly recording requiredcertificates as prescribed by the Government both in M.Book and Bill form.

- i) Mobilization Advance and interest there on at the rate prescribed in the agreement/ latest rate of interest communicated by the Government as applicable.
- ii) Seigniorage and Cess charges.
- iii) Income Tax, VAT, NAC, Welfare cess etc., and any other taxes required under law.

On receipt of the bill in division office, pass order shall be recorded by the Executive Engineer for gross amount both in M.Book and on bill form.

Scrutiny bill form and forwarding statement in the prescribed form shall be accompanied the work bill duly signed by the D.A.O., and Executive Engineer.

Payment shall be arranged by the P.A.O., by way of crossed A/c payee cheque after scrutiny of the bill. The cheque shall be delivered to the Executive Engineer for handing over to the Agency/contractor.

7.7.17 Contract price:-The contract price shall be the total value of work including maintenance of total system for two years or two khaki crop seasons whichever is more. The contractor will be paid a firm contract price for completion of all works specified under the scope of work under contract.

7.7.18 No extra payment for changes in quantities and extra items:-

The contractor is bound to complete entire work under the contract on a lump sum and on a single source responsibility basis. The contractor is bound to execute all supplemental works that are found essential, incidental and in-evitable during execution of main work at no extra cost to the employer. The cost of such supplemental items shall be borne by the contractor himself only.

The contractor is bound to execute any items of work contingent to main work for completion in full shape as directed by the Engineer-in-charge at no extra cost to the employer. Similarly the contractor is bound to execute additional items of work contingent on the main work as authorized by the employer at no extra cost.

Additional items not contingent on the main work and outside the scope of original contract are to be paid there for is as per the final decision of the committee proposed by the Government which is binding on the contractor.

7.7.19 Cash Flow:-

- The contractor will be provided an updated cash flow forecast.
- The contractor price is for total value of work which includes maintenance for two years or two khaki crop seasons which ever is more. The firm contract price is paid for completion of work as warranted in contract in all respects.
- The contractor is responsible to pay all duties and taxes in consequence of his obligations under the contract and the contract price shall not be adjusted for such costs.

- Payment shall be released only as per work done and a respective component/sub-component of work has been completed and / or levels are achieved.
- Any quantities, rates or amounts which may be set-out in a schedule of payment are only to be used to assess the value of interim payments.
- The Engineer-in-charge shall check the contractor's monthly statement within 7 days.
- The value of work executed shall be determined by the Engineer-in-Charge.
- The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

7.7.20 Special conditions relating to E.P.C. system of contract:

- 1. The contractor should use executed useful stone and cost thereof recovered at the rate finalized by the employer.
- 2. The contractor has to arrange for shifting of H.T. / L.T. power lines, towers, Electrical poles etc., either permanently or temporarily through concerned authorities of GENCO / TRANSCO at his own cost.
- 3. For railway crossing the proposals are to be prepared and processed by the contractor but amount required for crossings deposited by the department.
- 4. Equipment, labour required for the transportation and other material for checking the accuracy of investigation work by the department officers to be supplied by the contractor without cost.
- 5. No extra payment for any change in type of structures, specifications, variation in quantities needed as per actual site conditions.
- 6. Cost of testing U.D. samples and normal samples shall be borne by the contractor.
- 7. Cost of draft reports on design engineering, drawing first five copies for approval and eleven copies after approval is to be borne by the contractor.
- 8. Contractor has to provide measuring wells with gauges feud thereof on both U/s and D/s side near all cross regulators, big structures like aqueducts, siphons etc., at his own cost.

- 9. Co-efficient discharge with gate operation schedules of all structures ie., cross regulators, Escapes, Head sluices, off-take sluices etc., are prepared and got approved by employer at the cost of contractor.
- 10. Suitable cattle ramps, steps, bathing Ghats etc., for domestic uses of the people at least one for each village shall be provided by the contractor at his own cost.
- 11. The contractor shall provide Hectometer and Kilometer stones of standard design on the main canal and distributaries of more than 50 cusecs capacity at his own cost.
- 12. The contractor shall provide gravel service roads of 5 M width and 225 mm loose compacted to 150 mm thick in one layer compacted with 8 to 10 Tonnes power rollers on the inspection path / bank of main canal and distributaries of more than 50 cusecs capacity at his own cost.
- 13. Catch drains where ever necessary are to be provided at the cost of contractor.
- 14. All the crossings of canal system of all Roads of all departments and village roads/Cart tracks shall be provided with approaches as per the standards of respective departments at the cost of contractor.
- 15. Any additional bridges as requested by the employer on any cart tracks/kuntas not finding place in village maps or new bridges though there is no existing roads are constructed as additional item and cost thereof paid separately.
- 16. Suitable structure for the canal crossings on any existing irrigation canals or channels, supply channels or sources / streams to minor irrigation tanks are to be provided at the cost of contractor.
- 17. Canal crossing of H.P.C.L. oil pipe lines and GAIL pipe lines of any other pipes shall be at the cost of the contractor.
- 18. Expenditure on dewatering of foundations etc., to be borne by the contractor.
- 19. The contractor shall plant shade trees as specified at 10 meters intervals arrange cattle guards to all the plants, provide necessary manure, water them daily and sustain them for three years including replacements in case of damages if any at his own costs.
- 20. The contractor shall excavate necessary approach / tail channels in case of cross drainage works at his own cost.

Roles and responsibilities of Department Quality control and Third quality control staff:-

I) Department Quality Control staff:-

- 1) The Department quality control staff shall verify the records maintained at site by E.P.C. agency and the third party quality control agency. The field quality control staff have to check 25% of the final levels of Earth work, revetment, lining, concrete, linear dimensions of important structures, gates etc., and record independently.
- 2) Regarding the tests and frequency of tests, the field quality control staff have to conduct / associate with construction staff in quality control tests/checks. In case of ambiguity, they shall conduct tests in A.P.E.R.L independently.
- **3)** Wherever the third party quality control agency is not appointed, the department quality control staff have to issue the quality certificates for releasing payment to the E.P.C. agency during construction and after completion.

II) Third party quality control Agency:-

- (1) The third party quality control agency should possess all the testing facilities as per agreement and conduct independent testing to assure the quality of work. They should also verify 10% of the tests being done by the E.P.C. agency independently.
- (2) The third party quality control agency has to submit the reports and records to the Engineer-in-Charge.
- (3) The third party quality control agency shall give quality control certificates for each work bill executed by the E.P.C. agency.

GENERAL VIII.

8.8.0 The limit on expenditure on annual maintenance of vehicles including Tyres& Tubes.

- 1) Light vehicles Rs.20,000/- per annum.
- 2) Heavy vehicle Rs.40,000/- per annum.

Subject to the following conditions.

The total expenditure on each inspection vehicle should not exceed 75% of the cost of vehicle purchased before 31-3-1990 and that after 31-3-1990 beyond 75% limit Government approval is necessary.

The maximum ceiling per Government vehicle per month on the consumption of Petrol or diesel is fixed 160 liters.

(Ref:-G.O.Ms.No.529 (G.A.II) Department dated 13-9-1990.)

8.8.1 Procedure for hiring of the vehicles and enhancement of hiring charges

Government have issued orders ban on purchase of new vehicles by the Government departments / Government affiliated organization and prescribing the procedure to be followed for hiring the private vehicles incase of extreme necessity.

Sl. No.	Area	Hire charges
1	Districts and below	Rs.17000/- for 2,500 K.Ms.
2	Major cities (i.e., Hyderabad, Vijay Wada	Rs.18000/- for 2,500 K.Ms.
3	Delhi	Rs.19000/- for 2,500 K.Ms.

(1) The above revised hire charges shall come into effect from 1st January, 2008

(2) For hiring charges exceeding 2,5000 K.Ms., sanction of Finance (W&M) Department have to be obtained through the concerned Administrative Department of secretariat with proper justification along with log book particulars.

(3) The following instructions have to be necessarily followed at the time of hiring of private vehicles.

- (i) The private vehicles, which are registered as a Taxi can only be hired for Government duty.
- (ii) The owner of the vehicle hired for Government duty should produce the pollution control certificate for every six months.

- (iii) The owner of the vehicle hired for Government duty should produce the valid documents like permit, fitness certificate, insurance, tax etc., for plying for hire.
- (iv) The owner of the vehicle hired for Government duty should also produce the professional Driving License with badge of the Driver proposed to be engaged.

(4) The Treasury authorities are advised not to admit the bills pertaining to hire charges in respect of vehicles whose hiring has not been concurred by the Finance Department.

(*Ref:-1. Circular Memo.No30692 / 1116A2/W&M / 2002, finance (W&M)* Department dated 22-04-2003.

2. Circular Memo.No13667-B / 524/A2/W&M / 2007, Finance (W&M) Department dated 21-06-2007.

3.Circular Memo.No1320/659 / A2 / W&M/2007 Finance (W&M) Department dated 11-12-2007.)

(Please see page No.127 for latest rule position) le of accommodation:

8.8.2 Scale of accommodation:

The following norms are fixed:-

A) FOR OFFICE ACCOMMODATION;

1. Secretary to Govt., or Add	ll., Secretary to Govt.	Chamber & Toilet
2. Joint Secretary to Govt. &	t Heads of Depts.	(maximum 450 sift.) : 272 sift., attached ante- chamber & Toilet.
3. Dy.Secretary to Govt., &	Heads of Depts.,	: 220 sift., attached ante- chamber & Toilet.
4. Asst., Secretary to Govt. & lunch room facility.	and other officers	: 160 sift. with common toilet
5. Section Officers in Secret tendents.	1	: 60 sft., with common toilet h room facility.
6. S.As / J.As., Typists etc.,	:	: 40 sft., with common toilet and lunch room facility.

Note:- 10% extra for storage of records.

8.8.3 Rules for the Allotment of Government quarters in the Districts of Andhra Pradesh

1. Short Title, application & Commencement:

- i) These rules may be called the allotment of Govt., Quarters Rules in the Districts, 1974
- ii) The rules shall apply to all Govt., Quarters in the Districts except in twin cities of Hyderabad and Secunderabad.
- iii) The Rules shall come into force with effect from the date of issue of these orders.

2. Relation of fundamental rules:

The provision in the F.Rs relating to the allotment of Govt., Quarters and matters pertaining there to shall be deemed to supplement these rules.

3. Classification of Quarters:

The categories of officers mentioned in column 3 of the statement below shall be eligible for the type of quarters indicated against the categories.

Sl.No	Type of Quarters	PayRange	Accommodation	Plinth area
1	Type 1 Quarters	Class IV	Small two roomed	505 Sft.
		Employees	Tenements	
2	Type II Quarters	Rs. 80 to 200	Regular two roomed	750 Sft.
			Tenements	
3	Type III Quarters	Rs. 200 to 400	-do-	900 Sft.
4	Type IV Quarters	Rs. 400 to 800	Three roomed	1120 Sft.
			Tenements	
5	Type V Quarters	Dist., Level		
		Officer		
		Quarters.,		

For the purpose of this rule, the term pay means basic pay plus special pay of the nature of pay.

4. Eligibility:

- i) All employees of the Govt., of Andhra Pradesh except those employed under the emerged provisions of the rules, who are holding posts in office in Andhra Pradesh except twin cities.
- ii) An employee in need of Govt., quarter may apply at any time to the Collector of the District.

- iii) Application not received through the head of the Office / Department of the applicants are liable to be rejected summarily.
- iv) Nothing in this rule shall prevent the allotting authority from calling for applications, from employees within such period as may prescribed, in order to revise and to bring upto date the lists of employees in need of the Govt., Quarters.
- v) Such of the employees as are owning houses in Head Quarters of their service where they want a Government quarter to be allotted, are not eligible for allotment of Government quarters.

Explanation:For the purpose of this rule and Rule 6, and employee whose dependent owns a house shall be deemed to be owning a house himself.

vi) Statement Government employees whose services are placed at the disposal of the Central Government, Semi Government, Public sector or Private organizations shall not be eligible for Government Quarters (including allotment on exchange basis) while on deputation.

5. Waiting Lists:

The application for allotment of Government quarters shall be registered by the allotting authority for each type of quarter, in the order of the dates on which they are received.

6. Allotment of Quarters:

Quarters shall be allotted to the officers on the waiting lists in the order of their seniority in the lists maintained by the allotting authority.

Provided that out of every five type V quarters falling vacant, two shall be allotted to junior gazetted officers in the waiting list, two to officers who have been posted to District on transfer and whose case deserve special consideration, and one to a senior officer in receipt of basic pay of more than Rs.800/- but not more than Rs. 1,500/- p.m.,

ii) The Collector of the District shall allot all types of quarters in consultation with Executive Engineer, (R&B) Head- quarters.

7. Allotment of Quarters on incentive basis:

i) Where an officer brings to the notice of the allotting authority a case of an allotted of a Government quarter continuing to reside in such quarter while owning a residential building, or of unauthorized letting out of the quarter in its entirely or in part to another, the officer shall, if the ownership of a building or the unauthorized letting of the quarter as the case may be, established, be entitled to the allotment of a Government quarter on priority basis and without reference to his seniority in the waiting.

ii) The occupation of a quarter, either wholly or in party, by a person other than the allottee or his dependents without the permission of the allotting authority for a period exceeding three months, shall constitute "unauthorized letting out"

8. Allotment to husband and wife: Eligibility in case of officers who are married to each other:

- i) No officer shall be allotted a quarter under these rules if the wife or the husband, as the case may be, of the office has already been allotted a quarter, unless such quarter is surrendered, provided that this sub-rule shall not apply where the husband and wife are residing in pursuance of an order of judicial separation made by any court.
- ii) Where two officers in occupation of separate quarters allotted under these rules marry each other, they shall, within one month of the marriage surrender one of the quarters.
- iii) If a quarter is not surrendered as required by sub-rule(2) the allotment of the quarter of the lower type shall be deemed to have been cancelled on the expiry of such period, and if the quarters are of the same type, the allotment of such one of them as the allotting authority may decide, shall be deemed to have been cancelled on the expiry of such period.
- iv) Where both husband and wife are employed under the Government, the title of each of them to allotment of a quarter under these rules shall be considered independently.

9. Non-Acceptance of allotment of offer or failure to occupy the allotted residence after acceptance.

- i) If an officer fails to accept the allotment of a quarter within five days, or fails to take possession of the quarter allotted to him within eight days from the date of the letter of allotment, he shall not be eligible for another allotment for a period of one year from the date of the allotment letter.
- ii) If an officer occupying a lower type of residence is allotted or offered a quarter of the type for which he is eligible or for which he has applied, he may, on refusal of the said allotment or offer of allotment, be permitted to continue in the previously allotted residence on the following conditions namely:-
- a) That such an officer shall not eligible for another allotment for a period of six months from the date of the allotment letter for the higher class of accommodation and
- b) While retaining the existing residence, he shall be charged to same rent which he would have had to pay in respect of the quarter so allotted or offered, or the rent payable in respect of the residence already in his occupation, whichever is higher.

10. (i) Period for which allotment subsists and the period for further retention.

An allotment shall be effective from the date of allotment order and shall continue in force until:

- a) The expiry of the concessional period permissible under Sub-rule(2) after the officer ceased to be on duty in the Head Quarters of his service.
- b) It is cancelled by the allotting authority or is deemed to have been cancelled under any provision in these rules:
- c) The quarter is surrendered by the officer, or
- d) The officer ceases to occupy the quarter.

Provided that in case the quarter allotted is not vacant on the date of the allotment order the allotment shall be effectively from the date on which notice of vacant possession of the quarter is received from allotting authority.

ii) A quarter allotted to an officer may subject to sub rule (3) be retained with the permission of the allotting authority on the happening of any of the events specified in column(1) of the Table below, for the period specified in the corresponding entry in column 2 thereof, provided that the residence is required for the bonafide use of the officer or the members of his family.

Events	Permission period for
	retention of the quarter.
1) Resignation, dismissal, removal from	One Month
service or termination of service	
2) Retirement	Three Months
3) Death	Four months
4) Transfer to a place outside the head-	Two weeks
quarters of service.	One month vide
5) On proceeding on deputation within	Two weeksG.O.No. 756 Dt.,30.7.77
India	1 wo weeks0.0.1(0.750 Dt.,50.7.77
6) Leave except leave on medical grounds	For the period of leave not exceeding three
and leave preparatory to retirement.	months provided the officer not liable to
	transfer to place outside Head-quarters of his service
7) Leave menoretem to retirement & leave	
7) Leave preparatory to retirement & leave on medical grounds	For the full period of leave.
8) Study leave or deputation outside India	For the period of leave not exceeding six
	months.
9) On proceeding on training	Two weeks
10) On becoming owner of residential	One month
building	

TABLE

Explanation:-

The period permissible on transfer mentioned against items (4) and (5) shall count from the date of relinquishing charges plus the period of leave if any, sanctioned to, and availed of by the officer before joining duty at the new office.

- iii) Where a quarter is retained under sub-rule(2) the allotment shall be deemed to have been cancelled on the expiry of the admissible period, unless immediately on the expiry of the period of the officer resumes duty in an office in the headquarters.
- An officer who has retained the quarter by virtue of the concession under item
 (i) or item (ii) of the table below sub-rule(ii) shall, on re-employment in the same town within the period specified in the said table, be entitled to retain that quarters and he shall also be eligible for any further allotment of quarter under these rules.
- v) Provided that if the emoluments of the officer, on such re-employment do not entitle him to the type of quarter occupied by him, he shall allot a lower admissible type of quarter.
- vi) An officer on deputation to an office, institution or organization situated in same head-quarters may, with the permission of the allotting authority, retain the quarter in his occupation during the period of his deputation, provided that the officer shall vacate the quarter as and when the institution or organization constructs its own quarters for its employees.

11. Surrender of an allotment and period of notice.

An officer may at any time surrender a quarter allotted to him by giving to the allotting authority at least fifteen days' notice before the date of vacation of the quarter. The allotment of the quarter shall be deemed to be cancelled from the sixteenth day after the day on which the notice is received by the allotting authority or the date specified in the letter, whichever is later. If he fails to give due notice , he shall be responsible for payment of rent for fifteen days or the number of days by which the notice given by him falls short of fifteen days.

Provided that the allotting authority may in his discretion, accept a notice for a shorter period.

12. Liability for rent:

- i) The liability for rent of an officer who is allotted a residence shall commence from a date one week after the date of receipt of the order of allotment or from the date of occupation of the quarter whichever is earlier.
- ii) If the officer is unwilling to occupy the quarter allotted to him, he shall intimate his unwillingness to the allotting authority within twenty four

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hours after receipt of the order of allotment by him failing which he shall be liable for rent in accordance with sub-rule(1)

iii) The officer to whom a quarter has been allotted shall be personally liable for the rent thereof and for any damage beyond fair wear and tare caused thereto, or the fixtures or fitting or the services provided there in, during the period for which the quarter remains allotted to him, or where the allotment has been cancelled or deemed to have been cancelled, till the quarter has been vacated and full vacant possession thereof has been restored to the allotting authority.

13. Change of quarter

- i) An officer to whom a quarter has been allotted may apply through the head of his office/ department for change to a quarter of higher type to which he is eligible under these rules, at any time he becomes eligible for such higher type of accommodation.
- ii) All applications for a change of quarter under sub rule (1) shall be registered in the order of the date of which such applications are received. Separate registers shall be maintained for each type of quarters.
- iii) A change of quarter shall be allowed to the officers whose names appear on the register maintained under sub rule (2) in accordance with their rank in that register.
- iv) Every fifth vacancy in a Cycle of five vacancies shall be earmarked for allotment on exchange basis.

Provided that the allotting may, for sufficient cause, allow a change to quarter to an officer earlier than his turn.

14. Mutual exchange of quarter.

- i) Officers to whom quarters of the same type have been allotted under these rules may apply through the heads of their respective office/Departments, for permission to mutually exchange their quarters.
- ii) Permission for mutual exchange may be granted for good and sufficient cause, if both the officers are reasonably expected to be an duty in the a head-quarters of service and to reside in their mutually exchanged residence for at least six months from the date of approval of such exchange.

15. Share of Quarter.

- An officer who has been allotted a quarter may be permitted to accommodate another officer of the State Government in that quarter. The officer so permitted to share the quarter shall not be entitled to any house rent allowance.
- ii) A spouse of the officer to whom a quarter is allotted shall not be entitled to any house rent allowance from the date on which the spouse uses the quarter.
- iii) An officer, who is permitted to accommodate another officer, shall remain personally responsible for any damage beyond fair wear and tare, caused to the residence or its premises or grounds or services provide therein.
- iv) Permission to share a Government quarters does not confer any right on the officer permitted to share the quarter, to get the quarter allotted in his name in case the allottee officer vacates the quarter for any reason.
- v) An officer permitted to share a Government quarter should vacate the quarter simultaneously with the allottee officer.

16. Overstayal in quarter after cancellation of allotment.

- i) Where, after an allotment has been cancelled or is deemed to have been cancelled under any provision contained in these rules, the quarter remains or has remained in the occupation of the officer to whom it was allotted, or of any person claiming through him, such officer shall be liable to pay damages for use and occupation of the quarter, services, furniture and garden equal to the market rent under paragraph 275 of the PWD code.
- ii) In case where the allotting authority initiates eviction proceedings under the provisions of the A.P.Public Premises (eviction of Unauthorized occupants) Act, 1968, against the officer whose allotment has been cancelled, or is deemed to have been cancelled under any provisions of these rules, the damages for use and occupation of the quarter, services, furniture and garden, shall be such as may be determined by the allotting authority under sub section (2) of section 7 of the aforesaid act.

17. Maintenance of quarter.

- i) The officer to whom a residence has been allotted shall maintain the residence and the premises in a clean condition to the satisfaction of the allotting authority, Municipality or Panchayat.
- ii) An officer shall not grow, except kitchen garden, any trees, shrubs or plants contrary to the instructions issued by the allotting authority. No cut or lop off any existing tree or shrub in any garden, court yard or compound attached to the quarter.
- iii) An officer shall not run a poultry farm or dairy in or around the Govt.,Quarter allotted to him.

18. Garages:-

- i) The authority competent to allot garages shall be the Collector of the District.
- ii) Garage shall be allotted to officers owning cars strictly according to the date of occupation of the quarters.
- iii) Rent for a grange shall be payable provisionally at the rate of Rs.6/- p.m.

19. Conduct of officer and breach of rules:

- i) If an officer knowingly furnished incorrect information if any application or written statement and secured a quarter, the allotting authority may, without prejudice to any other action that may be taken against him, cancel the allotment of the quarter made to him.
- ii) If an officer to whom a quarter has been allotted erects any unauthorized structure in any part of the quarter of uses the quarter or any portion thereof for any purpose than that for which it is meant or tampers with the electric, water or sanitary connection, or commits any other breach of the rules or the terms and conditions of allotment, or uses the quarter or premises or permits the quarter or premises to be used for any purposes, which the allotting authority considers to be improper, or conducts himself in a manner which is prejudicial to the maintenance of harmonious relations with his neighbors or other residents of the colony, the allotting authority, can cancel the allottment of the quarter made to him.
- iii) Where the allotment of quarter is cancelled for conduct prejudicial to the maintenance of harmonious relation with neighbors or other residents of the colony, the officer may, in the discretion of the allotting authority, be allotting another quarter in the same locality or at any other place.

iv) The allotting shall be competent to take all or any of the three actions under sub rules (1) to (3) of this rule and also to declare the officer, who commits breach of the rules and instructions issued to him, to be ineligible for the allotment of residential accommodation for a period not exceeding three years.

20. Relaxation of rules;

The allotting authority may for reason to be recorded in writing, relax all or any of the provision of these rules in the case of any other or quarter, or class of officer's type of quarter with the prior approval of the Government.

21. Terms & Conditions of Allotment of Government Quarters preliminary to the provisions of the allotment of Government quarters rules in the District 1974.

The allotment of Govt., quarter is subject to the following terms and conditions:

- i) That the allotted or any member of his family shall not own a house in the headquarters where the Government quarter is proposed to be allotted or possess a house allotted by the A.P. Housing Board on hire purchase, during the occupation of the Government quarter, and that in the event of construction or purchases of the house by the allotted or any member of his family or possession of a house on hire purchase by him or any member of his family, the Govt., quarter allotted to him shall be vacated and handed over to the concerned authorities, immediately on completion of his house or after obtaining possession of the house purchased or allotted as the case may be.
- ii) That the allotted shall not allow any person who is not a member of his family, to reside with him, without obtaining specific permission from the Government.
- iii) That the allotted shall not keep the Government quarter unused/ unoccupied for a period exceeding three months.
- iv) That the allotted shall not use the Government quarter for any purpose other than residential purpose, but shall permit the officers authorized to enter the Govt., quarter or any portion of thereof and shall give such information thereto, as may be required by the said officer.
- v) That the allotted shall not let-out / transfer the Government quarter or any portion thereof.
- vi) The allotted shall pay license fee (rent) at the rate fixed by the Govt., from time to time, and that he shall bear the electricity and water charges.

- vii) That the Govt., shall have the right to deduct, through the Dept., concerned, the monthly rent from the salary of the allotters,
- viii) That the allotted shall occupy the govt., quarter allotted to him within eight days of its becoming available for occupation, failing which the allotments made in his favour, is liable to be cancelled.
- ix) That the allotted shall give at least fifteen days advance intimation to the allotting authority, and the concerned section officer of the PWD, of his intention to vacate the govt., quarter except in special cases.
- x) That the allotted shall give at least one week's advance initiation to the allotting authority, and the concerned section officer of the PWD, of his intention to vacate the Govt., quarter to the concerned authorities of the water works Dept., and the A.P. State Electricity Board to enable them to take the last readings of the meters, failing which the allotted shall be liable to pay the electricity and water charges till the Govt., quarters is occupied by the next allotted.
- xi) That the allotted shall vacate the Government quarters on the date of going on leave preparatory to retirement or of the date of retirement or of otherwise ceasing to be a government employee.
- xii) That the allotted shall handover the Government quarter, at the time of vacation, in the same condition in which it has been given possession with reasonable wear and tare accepted, with all the electrical and other fittings. In the quarter and obtain a clearance certificate, in the form given below, from the section officer, PWD to that effect.

21. Rented Public Buildings:-

Fixation of rent for private buildings taken on lease is rationalized in supersession of all existing orders in the matter.

(Ref:-G.O.Ms.No.35 F & P(FW-EBS-PWD) Department dated 27-2-1997.) (Ref:-G.O.Ms.No.63 F&P (Expr.,PW) Department dated 18-04-2011

(Please see page No.130 for latest rule position)

DATA FOR VARIOUS CIVIL WORKS

Sl.	Description of	Mix	Sto	Bric	Sand	Cement	Cement	Mason	Man	Women	Brick
No	work		ne	ks	in	in Kgs.	mortar	Nos.	Maz.	Maz.	layers
			in	in	cum	U	in cum		Nos.	Nos	
			Cu	Nos							
			m								
1	2	3	4	5	6	7	8	9	10	11	12
1	a) cement mortar	1:2		-	1	720	1	-	-	-	-
	b) cement mortar	1:3			1	480	1				
	c) cement mortar	1:4	-	-	1	360	1	-	-	-	-
	d) Cement mortar	1:5	-	-	1	288	1	-	-	-	-
	e) Cement mortar	1:6	-	-	1	240	1	-	-	-	-
	f) Cement mortar	1:8	-	-	1	180	1	-	-	-	-
	g) Cement mortar	1:10	-	-	1	144	1	-	-	-	-
2	Cement concrete (1:2:4)		0.92	-	0.46	331.20	0.46	0.2	1.8	1.4	-
3	C.C. (1:3:6)		0.92	-	0.46	220.80	0.46	0.2	1.8	1.4	-
4	C.C. (1:4:8)		0.92	-	0.46	132.5	0.46	0.2	1.8	1.4	-
5	C.C. (1:5:10)		0.92	-	0.54	129.0	.54	0.2	1.8	1.4	-
6	C.C. (1:6:10)		0.90	-	0.54	129.0	0.54	0.2	1.8	1.4	-
7	Brick work in	1 st	-	512	0.20	96.0	0.20	-	0.7	2.1	1.4
	C.M.(1.3)	clas									
		S									
8	Brick work in	2 nd	-	570	0.20	72.0	0.20	-	0.7	2.1	1.4
	C.M. (1:4)	clas									
-	D · 1 · 1 ·	s 2 nd			0.00		0.00		0.7		
9	Brick work in	-	-	570	0.20	57.6	0.20	-	0.7	2.1	1.4
	C.M. (1:3)	clas									
10	Cut stone masonry	s 1	1.05	-	0.16	57.6	0.16	3.5	3.5	2.8	-
10	in C.M.(1:4)	sort	1.05	-	0.10	57.0	0.10	5.5	5.5	2.0	-
11	C.R. Masonry in	3011	1.10	-	0.28	100.8	0.28	3.5	1.4	1.4	-
11	C.M. (1:3)		1.10	_	0.20	100.0	0.20	5.5	1.7	1.4	_
12	C.R. Masonry in		1.10	-	0.39	112.3	0.33	2.5	1.4	1.4	_
	C.M. (1:4)		1.10		0.07	112.0	0.00				
13	C.R. Masonry in		1.10	-	0.34	97.9	0.34	1.8	1.4	1.4	-
	C.M. (1:5)										
14	R.R. Masonry in		1.10	-	.34	81.0	.34	1.8	1.4	1.4	-
	C.M. (1:6)										
	Flooring with		0.95	-	19.0	0.58	1.5	1.1	4.3	-	
15	cement concrete										
	(1:5:10)4" or 100										
	mm thick and										
	plastered over with										
	cement mortar										
16	(1:3) 12 mm thick				0.213	77.0	0.012	2.20	0.70	2.00	
16	Plastering with $C M_{c} (1.4) 20 mm$		-	-	0.213	77.0	0.213	2.20	0.50	3.20	-
	C.M. (1:4) 20 mm										
L	thick (10 Sqmts.)										

Note:- (1) Add mixing charges for mortars.

- (2) Add separately for centering
- (2) Allow extra for conveyance of water if necessary
 (3) Allow extra for conveyance of water if necessary
 (4) Bag of Cement = 1.225 Cft. 0.0347 cum.

1 cum = 1.441 tonnes, 1 Tonne = 20 bags or 0.693 cum, 1 cum = 35.525 Cft.

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8.9.0 'E' Tendering procedures:-

- 8.9.1 All exiting codal rules, G.Os., and executive instructions applicable to the processing of conventional tenders are applicable to the bids to be procured through 'e' procurement except to the extent modified/revised in the guidelines now issued.
- 8.9.2 Notice Inviting Tenders (NIT) and tender documents etc., shall be in the standard formats as applicable to the conventional tenders and will be finalized or approved by the officers competent as in the case of conventional tenders.
- 8.9.3 The officers competent to issue the NIT in case of conventional tenders will host the NIT in 'e' market place @www.eprocurement.gov.in. Simultaneously a notification should also be published in the newspapers and "Tender Samachara Patrika" as per exiting rules in the following format.

Government of Andhra Pradesh							
Roads and Buildings Department							
e' Procurement Notice							
.Name of the work							
.Estimate Cost							
Last date/Time for receipt of tenders							
. Name and address of the Superintending Engineer concerned							
Note:-Further details can be seen @ 'e' procurement market place							

- 8.9.4 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.
- 8.9.5 The registered contractors are provided with online registration facility with the respect participating department.
- 8.9.6 Collection of cost of tender documents is dispensed with.
- 8.9.7 The bidders shall submit their technical and Financial bids online duly uploading copies all the documents required to be submitted along with the tender. Attested hard copies all bid documents except price bid shall be submitted to the Superintending Engineer concerned so as to reach before the date of opening price bid. Failure to do so entails forfeiture of EMD.,

- 8.9.8 Xerox copy of the DD/BG at 1% of the contract value shall be uploaded along with the bid documents towards EMD and the original shall be submitted to the Superintending Engineer before price bid opening date.
- 8.9.9 The results of the Technical bid evaluation shall be displayed on the 'e' market place. At the specified time and date, the price bids of all technically qualified bidders shall be opened and the result will be displayed on the 'e' market place. Till the technical bids are opened, the identity of bidders who participated in the tenders is to be kept confidential. Till the price bids are opened, the bid officers are to be kept confidential
- 8.9.10 The Superintending Engineer evaluates process and submit the tenders to the Engineer-in-chief and all this process will be online.
- 8.9.11 The tender-hosting charges are payable by the concerned Executive Engineer to M/s C1 India Pvt., Ltd., at the following rates;
 - a) Tender-hosting charges Rs.4500-00 per tender
 - b) Transaction fee 0.24% of Agreement value of work
- 8.9.12 The transaction fee is payable by the successful bidder through a DD in favour of M/s C1 India Pvt., Ltd., at the time of conclusion of the agreement. The said DD shall be sent to M/s C1 India Pvt., Ltd., by the Superintending Engineer concerned.

9.9.0 Procedures on Supplemental Agreements:-

- 9.9.1 Supplemental agreements should invariably be entered into by the competent authority for all the new items and for authorized extras and the supplemental Agreements should be with reference to the provisions in the Revised Estimate / Work slip / Deviation statement approved by the competent authority.
- 9.9.2 In case where the overall tender premium / discount is added / deducted at the end of the total value of all the items in schedule-A of the Agreement, there shall be no difficulty in verifying the rate in Supplemental item for excess quantity over original Estimate / Agreement quantity for any existing item, since the rate to be adopted is original estimate rate only and the tender premium / discount is added to/subtracted from the end total of all items.
- 9.9.3. Whenever excess quantities are executed over and above that provided in the original estimate and the agreement as authorized extras and also whenever new items are executed duly authorized necessary supplemental agreement shall be entered into and necessary data showing the method in which the rates in the supplemental agreement have been derived shall also be sent to the PAO's office along with Revised Estimate / Work slip, wherever necessary, sanctioned by competent authority.
- 9.9.4 In the case of supplemental agreements, the following shall be followed:
 - a) If the supplemental items, new (similar/purely new items) of a work are found to be contingent on the original main contract, then only they are to be treated as 'authorized extras' and they can be got executed by the same agency and paid at the rates derived in accordance with the terms and conditions of the Original/Main Agreement for payment of such items;
 - b) If the Supplemental items (similar purely new items) of a work are found to be 'not contingent' on the Main contract (ie., if they can be got executed independently through another agency), such items shall be treated as 'additional items'.
 - (i) Such 'additional items' shall be let out only on call of tenders
 - (ii) And however, such, additional items are proposed to be got carried out by the same agency, they can be so entrusted, but at estimate rates only
 - 1. Provided that the value of such additional items is within the competency of the authority concerned to normally entrust on nomination basis under G.O.Ms.No.1007 TR&B Deptt., dated 05-11-1976.
 - 2. And provided further that the necessary supplemental agreement is concluded only after the revised estimate/Work slip is approved by the competent authority.

- 9.9.5 Additional works which are 'not contingent' to the main work and also works which are sanctioned under separate administrative approval should not be entrusted to the contractors of the existing contracts and separate tenders should be called for in all such cases
- 9.9.6 In World Bank Aided works / Package works, a special condition is included in regard to payment of excess quantities of existing items / new items as briefly given below.
 - a) The rate payable for excess quantities shall be at Agreement rates upto 25% excess over the original agreement quantity for that item, provided that the excess amount involved for that item does not exceed 1% contract value; and if it exceeds 1% contract value, then the rate payable shall be estimate rate (+ / (-)) tender percentage (or) agreement rate (or) the rate quoted in the quotation by the contractor for such excess quantity, whichever is the least.
 - b) In the case of rate payable for 'similar item' same s stated under 'Deducible method' under shall be followed and if the contractor gives his quotation for such 'similar item', the quoted rate shall be compared with that derived under 'deducible method and the least rate of the two shall be allowed.
 - c) In the case of payable for purely new item, the same as stated under shall be followed and if the contractor gives the quotation, the quoted rate shall be compared with that so arrived at and the least of the two shall be allowed.

ORGANISATIONAL SET UP IN HIERARCHY & DUTIES AND POWERS OF ENGINEERS

10.10.0 INTRODUCTION:-

This chapter is intended to briefly introduce the hierarchy, administrative and executive functions of the officers of Roads and Buildings Department, Irrigation, Public health, Panchayat Raj and Forest Department, where work accounts are being operated.

10.10.1 A Minister heads R&B Department and the Executive head of the departments in respect of R&B Department is the Engineer-in-Chief of the concerned department. Usually a senior most Engineer-in-Chief is in charge of administration of the concerned department and other Engineer-in-Chief, or Chief Engineers are allocated different subjects such Roads, Buildings, National High ways and similar important major subjects. The organizational flow chart is as follows.

ENGINEER-IN-CHIEF/CHIEF ENGINEERS SUPERINTENDING ENGINEERS EXECUTIVE ENGINEERS DEPUTY EXECUTIVE ENGINEERS ASSISTANT EXECUTIVE ENGINEERS/ASSISTANT ENGINEERS WORK-CHARGED ESTABLISHMENT

10.10.2 Functions:-

The broad functions of various officers indicated above are as described below:-

Chief Engineers:-

- > Administrative approval up to certain limits.
- Responsible professional adviser to the Government on matters relating to his branch.
- Will exercise concurrent control with the audit officer over the officers of his department in correct maintenance of accounts.
- Responsible for utilization of budget and prompt surrender of anticipated savings.
- Highest Technical sanctioning authority.
- Inspection of works costing Rs.500 lakhs and above for according Technical sanction.
- Can pass excess expenditure over original technical sanction up to 15%.

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- Re-appropriation of funds upto prescribed limits during first three quarters of a financial year subject to certain conditions.
- Can accept tenders up to Rs.200 lakhs
- > Can write-off value of irrecoverable stores or pubic money.
- Preparation of Budget for his department
- Responsible for furnishing reconciliation certificate to the A.G., for each grant on quarterly basis.
- Responsible for furnishing appropriation accounts to the A.G, by 15th June
- Responsible for furnishing Finance (Administration) Accounts to the A.G., by the end of July.
- Can modify specifications in A.P.S.S. except preliminary specifications.
- Approval of observed data where standard data is not applicable.
- Responsible for structural designs.
- Can award works on nomination up to Rs.1.00 lakh

10.10.3 Superintending Engineers:-

- Administrative Approval up to certain limits.
- Technical Sanction for plan works up to Rs.100 lakhs and other works up to Rs.50.00 lakhs
- Preparation of Budget for his circle.
- Inspection of works costing Rs.50 lakhs and above upto Rs.500 lakhs for according Technical sanction.
- Can accept Tenders up to the limit of according technical sanction.
- Highest Agreement concluding authority for tenders accepted by him and higher authorities.
- > Head of the administrative unit in the department.
- Can sanction photographic charges.

- → Has to check measure the works costing more than Rs.50 lakhs at $1/3^{rd}$, $2/3^{rd}$ and final stage of works.
- Appointing authority for work-charged establishment for skilled class III and above.
- Responsible for realization of revenue in his circle.
- Responsible to inspect important works in his circle that the systems of management are efficient, economical, that regulations, works and stock are strictly observed.
- Responsible to watch and control the rates paid for the works.
- The Superintending Engineer and the Audit Officer should assist each other in rendering management of departmental accounts as perfectly as possible.
- Can pass excess expenditure over original technical sanction up to 10%
- Can undertake full contribution works up to Rs.1.00 lakh
- Can write-off value of irrecoverable stores or public money up to Rs.500/-
- Responsible for verification of variations in classification in soils in excess of 10%.
- Responsible for inspection of divisions annually.
- Convener for the Audit committee meetings.
- Responsible for fixation of KM war rates in R&B for sanctioning maintenance estimates.
- To ensure genuineness of Bank Guarantees and accept them before sending them to P.A.O., for safe custody.
- The Superintending Engineer has to arrange for distribution of grants allotted to the circle DDO wise.
- Responsible to submit progress reports to watch the expenditure against the grant allotted on a monthly basis.
- ▶ Has to maintain the Register of Estimates sanctioned.
- ▶ Has to maintain the Register of Agreements concluded.
- ▶ Has to maintain the Register of Purchase Orders placed.

10.10.4 Executive Engineers:-

- Administrative approval up to certain limits.
- Technical sanction up to Rs.10.00 lakhs
- Preparation of Budget for his division.
- Inspection of works Rs.5.00 lakhs to Rs.50.00 lakhs for according technical sanction.
- Can accept tenders up to the limit of technical sanction plus such excess he can pass over the original technical sanction.
- Can conclude agreements up to Rs.10.00 lakhs plus excess that can be passed by him over the Technical sanction subject to the limits powers of technical sanction.
- > Appointing authority for work-charged establishment up to skilled class IV.
- Has to check measure the works costing Rs.5.00 lakhs and above covering 30% of the value of work.
- ➤ Has to inspect the buildings of vacant lands
- ➤ Has to assess the revenue to be realized in the division
- Has to maintain the initial accounts in the division properly without falling into arrears.
- > Has to inspect report and suggest measures for preservation of historical monuments.
- ▶ Highest quality control authority vide clause 27 © of P.S to A.P.S.S.
- ▶ Has to maintain the register of buildings and lands in his charge.
- Has to report the loss of immovable property due to accident or natural calamities to the A.G., C.E., through S.E., and District Collector.
- > Prohibited from commencing any work without approved design.
- Has to prepare the completion report as soon as the work is completed and maintain register of completion report.
- ▶ Has to ensure that the accounts of the division do not fall in to arrears.
- > Responsible for fixing standard rent of buildings in his division
- ▶ Has to maintain miscellaneous properties register in the division.
- Has to maintain surveying and mathematical instruments in the division properly and report the status at the end of each working season.

- Can divert contingencies provision up toRs.500/- to the items not provided for in the original Technical Sanction.
- Can divert contingencies provision up to Rs.500/- to the items not provided for in the original T.S.,
- Can divert contingencies provision under unforeseen works for new items within the same works, which are required by the administrative authority.
- Can sanction emergent repairs to all works of the department to any extent in case of imminent danger to the structures.
- Can write-off value of irrecoverable stores or public money up to certain limits.
- > Has to maintain the Register of Estimates sanctioned
- > Has to maintain the Register of Agreements concluded.
- > Has to maintain the Register of purchase orders placed in his level.
- ▶ Has to maintain the Register of Tender notices released.
- ➤ Has to maintain the Register of Tenders received.
- ▶ Has to maintain the Register of Check-measurements.

➢ Has to maintain the Register of Masonry Works, Culvers, Causeways, Bridges etc.,.

- ➤ Has to conduct annual inspection of sub-divisions
- ▶ Has to arrange for annual physical verification of stores.
- Has to submit annual certificate of balances to A.G., after getting validated by the P.A.O.,
- Responsible for settlement of C.S.S. Accounts transaction.
- Has to submit the returns of sanctioned estimates, agreements and supplemental agreements to the higher officer, audit officer including the P.A.O.,

10.10.5 Deputy Executive Engineers:-

- > Inspection of works up to prescribed value for according technical sanctions.
- Primary Check measuring officer of the department and he has to invariably check-measure all the works to an extent of 30% without which payment cannot be released.
- > Can call for tenders and conclude agreements upto prescribed limits.
- ▶ Has to inspect the buildings of specified value annually.

- Has to personally enter the rates provided for in the agreements in the abstract of work bills.
- ➤ Has to ensure execution of works as per specification provided for in the agreements.

10.10.6 Assistant Executive Engineers:-

- > Primary officer for recording of measurements of works done in his charge.
- ▶ Has to inspect the buildings of specified value annually.
- ➤ Has to ensure execution of works as per specifications provided for in the agreements.

10.10.7 Activities:-

- 10.10.8 **Roads and Buildings Department:-** Construction and maintenance of Bridges, Causeways, culvers and structures on all types of roads. Construction and maintenance of National Highways, State Highways and District and other roads in the state. Constructionand maintenance of public buildings etc.,
- 10.10.9 **Irrigation Department:-**Construction and maintenance of Major, Medium, and Minor Irrigation schemes are classified according to the acreage covered under each category and are executed as per the fixed norms. Major irrigation schemes arealso designed as multipurpose to include Generation of hydro-electricity, Watershed development, Ecological demands, prevention of silting of reservoirs, Drinking water needs etc.,
- 10.10.10 **Public Health Department**:- Construction and maintenance of Urban water supply projects, sanitation schemes such s sewerage treatment plants, desalination projects, underground drainage schemes and other municipal engineering works.
- 10.10.11 **Panchayat Raj Department**:- The activities included in all the above departments in rural areas and which do not fall within the purview of the first three categories as per the norms prescribed.

11.11.0 AMENDMENTS

Sl. No.	Companion page/para		Substitution/Additic	Authority		
1	No. 09/1.3.3 30/2.4.8 51/6.6.3 52/6.6.5	Value Added T VAT @5% in p 14-09-2011 Description Road works Bridge works	Cax:-place of VAT @4%As per existingpractice4% for VAT inpart-B6% for over-head charges4% for VAT inpart-B21% for over-head charges	To be adopted now 5% for VAT in part-B 5% for over- head charges	G.O.Ms.No.1718 Revenue (CT II) Department Dated 13-09-2011 in pursuance of A.P., Ordinance No.9 of 2011 (2) Engineer-in-Chief, (R&B) State roads, Hyderabad circular Memo., No.15766/DCE designs- II/1/12 dated 15-11-2012.	
2	10/1.3.5 30/2.4.9 50/6.6.2 51/6.6.2 97/7.7.15	Industries and c materials are co 2015 Single time per The sand consu contractors, nor penalty may be consuming dep	niorages charges ommerce (M.I) Dep ome into force with o nalty for sand:- umed in all Governmer rmal seigniorage For recovered from the	2015 G.O.Ms.No.84 Industries & Commerce (MI) Department dated 10-04-		
		Assistant Direct Exclusion of S inclusion in (separate staten As over- head of 10% are a charges, the sa	tor of Mines & Geol Seigniorage charge General abstract	Engineer-in-Chief (R&B) State Roads, A.P., Hyderabad Circular Memo.,		

Sl. No.	Companion page/para	Substitution/Additions	Authority
3	No. 10/1.3.6 28/2.4.6 29/2.4.6 91/7.7.5	Insurance clause:- Insurance coverage for all works of Engineering Department has been dispensed with. These orders shall apply with immediate effect to all the works which are going to be awarded from now onwards and to all the ongoing works for which insurance cover has to be renewed. In other words, for all ongoing works, insurance coverage need not be extended, if expired.	G.O.Ms.No.5 Finance (Works and Projects-F7) Department dated 05-03- 2014
		Note:- If any Department opines that insurance cover is indispensable for a particular work, special permission can be obtained by submitting the proposals to the Government	
4	11/1.3.9 28/2.4.3 96/7.7.13	Price escalation:- Treatment of price adjustment:- All the Departments should operate variation in rates only to the extent where it is above 5% over the estimated rates. Hence if the price excess is 10% payment will be made only to the extent of 5% (10%- 5%), since the contractor factors into his original bid his risk of absorbing the first 5% increase.	 (1) G.O.Ms.No.1 Finance (Works and Projects-F7) Department dated 25-02-2012. (2) Engineer-in-Chief, (R&B) Roads Memo.,No.Misc.,/Eluru/EE ®DEE 3/AEE/2009 dated 09-04-2012.
		Price Escalation:- Delegation of powers to Departmental Officers:- 1)The total expenditure excluding Tender premium and Price Adjustment should not exceed Administration sanction amount while arranging payments till comprehensive orders on this subject are issued by Government. The DOWA should ensure that there must be provision for these two components in the Revised estimates while arranging payment for them.	No.F7/(A1)/2013-2 dated 26-11-2013.
		 2) The above instructions of DFA & E.O.Dy., Secretary to Government (Finance Department are withdrawn by the Government. Note:-These instructions came in to force with effect from 21-05-2015. 	Govt., Memo.,No.4194 /34/ W&P/2015 dated 21-05- 2015 of Finance department

Sl. No.	Companion page/Para No.	Substitution/Addition	Authority.	
5	90/7.7.0	Not to accord technical approval the original administrative sanction The practice of issuing technical and above the original administ and calling tenders without ob administrative sanction has been d	Govt., Memo., No.14029/R.V(1)/2011 dated 22-06-2012	
6	31/2.4.10 52/6.6.8	NAC:- Recovery towards NAC @0.25% fro work bills in respect of works already be taken up has been dispensed w 2012. Hence no condition in the te agreements is incorporated.	G.O.Ms.No.13 TR&B (B-I) Department Dated 03-02- 2012	
7	102/8.8.1	Hire charges of Inspection vehiclesThe following hire charges shall cameeffect from 01-06-2012SI.AreaNoHir1District2Major cities (ie., GreaterHyderabadMunicipal2,5Corporation,Vijayawada, Guntur &Vishakhapatnam3Delhi		Govt., Circular Memo., No.10783-C/321/DCM- II/2010 dated 13-06-2012 of Finance (DCM.I) Department
8	28/2.4.5	Adoption of defect liability maintenance period for all the ro taken up by the R&B Department: The defect liability period for ordin is 1 (one) year and for periodic r defect liability period will be 2 (two)	G.O.Ms.No.207 TR&B (R.I) Department dated 27- 09-2005.	

Sl. No.,	Companion page/para No.	Substitution/Additions	Authority
9	91/7.7.6	Release of 2.5% retention amount:- To delete clause specifying substitution of retention money of 2% with 'on-demand' Bank guarantee Note:-The orders shall be applicable only for works for which the tender notices to be published henceforth and in respect of externally Aided Project works, the guidelines of the Funding Agency may prevail, if they prescribe otherwise. All the tender inviting authorities have to ensure that such clause is not included in the bid document and all the agreement concluding authorities should ensure that, henceforth no agreement should contain such clause.	G.O.Ms.No.12 Finance (W&P) Department dated 11-12-2013.
11	31/2.4.14	Sanction of Extension of time and payments:- Payment for on account bills or final bills on works can be made where measurements for work done are recorded within the date of execution prescribed in the agreement though extension of time may not exists as on date of payments.	Govt., Memo., No.68/F.8(2)/2006/1 dated 10-01-2006 of Finance (Works & Projects) Department
12	17/1.9.14	Taking up of works costing Rs.1.00 lakh and above through 'e' procurement platform:-All the Heads of department under the control of Roads & Buildings department shall invite bids through 'e' procurement platform only.	G.O.Ms.No.216 TR&B (R.I) Department dated 26- 07-2007.
		For all works and material procurement (forworks and for stationery / livery supplies for offices etc.,) costing Rs.1.00 lakh and above, the 'e' procurement platform should be adopted so as to enhance transparency and bring uniformity across all the departments	G.O.Ms.No.2 Finance (Works & Projects-F-7) Department dated 03-02- 2014.
13	09/1.3.4 65/1.1.4	Labour importation and Labour amenities:- No allowance towards labour importation and Labour Amenities shall be added to the datas as they are included in the provision of over heads and contractor's profit.	Condition 12 of SOR 2013- 14. G.O.Ms.No.35 TR&B (R-I) Dept., dated 28-02-2006

Sl. No.	Companion page/para No.	Substitution/Additions	Authority
14	113/21	Revision of rates of rent for the private buildings taken on lease by the Government departments:-	G.O.Ms.No.63 Finance (Expr.PW) Department dated 18-04-2011.
		CorporationofUpto Rs.5.00 per sft.,HyderabadandSecunderabad	
		CorporationofUpto Rs.3.50 per sft.,VisakhapatnamandVijayawada	
		All other Corporations and Special grade and SelectionUpto Rs.2.75 per sft.,MunicipalitiesUpto Rs.2.75 per sft.,	
		All grade-1 Upto Rs.2.25 per sft., Municipalities	
		All other MunicipalitiesUpto Rs.1.50 per sft.,Upto Rs.1.25 per sft.,	
		All other rural areas	
15	48/5.5.8	Insisting for L.F.books and Cross section sheets along with the work bills:- The voucher bill shall invariably be accompanied with all the records viz., M.Books, L.F. Books, Cross Section sheets and the like, for every payment wherever necessary, as the bills could not be admitted on the basis of LF certificate alone.	II/A-8 /2012-13 /654 dated 15-12-2012.
16	31/2.4.11	Exemption of I.T., for payments to G.P. Accounts in respect of MGNREGS works:- Recovery towards Income-Tax (TDS) for the works executed under MGNREG Scheme and payment made directly to Gramapanchayat Accounts is exempted, since the provisions of section 194 C are not attracted to the above programme and payments made to Gramapanchayat Accounts only.	Govt.,Memo.,No.21952/RD .II/A1/2012 dated 22-12- 2012 of Panchayat Raj and Rural Development (RD.II) Department. Circular No.502 dated 27- 01-1988 of CBDT notifications, Circulars & Instructions.

Sl. No.	Companion page/para	Substitution/Additions	Authority
	No. 32/2.4.18	Production of Invoices/Pills as a proof of nurshase	Engineer in Chief $(\mathbf{P} \mathbf{k} \mathbf{P})$
17	32/2.4.18	Production of Invoices/Bills as a proof of purchase from the manufacturer/Authorized C&F agent of Manufacturer in respect of thermoplastic road marking paint for the works taken up under Road Safety interventions:- The Firm/contractor who executed the RIS work with specified thermoplastic road marking paint shall furnish the invoices/bills on the name of the work and tender No., as proof of purchase from the same manufacturer/Authorized C&F agent of manufacturer who has issued authorization certificate as mentioned in the annexure III of the tender conditions in page 10, point 8, failing which the payment of contractor would be stopped.	Engineer-in-Chief (R&B) State Roads, Hyderabad circular Memo., Road signage CE®/EE-II /DEE- 7/AEE (NLG) /2013-14 dated 10-09-2013.
18	31/2.4.12	Labour Cess:- Not to provide labour cess in the estimates and working estimates for compensation of Labour cess to contractors.	Govt.,Memo., No.9766/R.IV-2//2011-9 dated 01-02-2013 of TR&B Department Chief Engineer (R&B) CRN & M.D., R.D.C., Hyd., circular Memo., No.MD /APRDC / GM/DCE-II / DEE-7 AEE -20 dated 10- 06-2013.
19	22/2.2.6	Payment of ASD for discount tenders for works taken up in Panchayat Raj DepartmentThe amendment issued in G.O.Ms.No.17 Irrgn., &CAD (PW-COD) Dept., dated 06-02-2014 enhancing threshold of less tender up to 25% in place of 15% for acceptance of tenders without ASD is not applicable to the works taken up in Panchayat Raj Department. Hence the clause 13 (ii) of G.O.Ms.No.94 I&CAD (PW-COD) Department dated 01-07-2003 shall be followed without any change for all Panchayat Raj works.Note:-For the less tender premium quoted for the works taken up in Panchayat Raj Department above 15%, Additional Security Deposit is needs to be insisted.	G.O.Ms.No.94 I&CAD (PW-COD) Department dated 01-07-2003 Govt., Memo.,No.26432/Progs.II/ 2010-2 dated 15-02-2013 of

Sl.	Companion	Substitution/Additions	Authority
No.	page/para		
	No.		
20	7&8/1.2.5	Sanction of working estimates including price	Engineer-in-Chief (R&B)
	to 1.2.7	adjustment:-	Admn.,& Roads, Hyderabad
	13/1.6.1		circular
	119 to 124/	The superintending Engineers and Executive	Memo.,No.067252/AEE1/2
	10.10.0 to	Engineers can sanction the working estimates	005 dated 09-11-2006
	10.10.11	including price adjustment if any their level with the	
		powers vested with item under para 417 of APPWD	
		code and relevant G.Os., issued from to time without	
		approaching the Engineer-in-Chief's office subject to	
		the condition that;	
		a)There are no deviations in the working estimate	
		except that of price adjustment.	
		b)All the deviations in the working estimate are	
		already approved by the Engineer-in-Chief (R&B)	
		Administration & Roads/competent authority.	

12.12.0 GIST OF THE IMPORTNT G.Os.,/CIRCULARS WITH AUTHORITY

Sl. No	Gist of the G.Os.,/Circulars	Authority
., 1	Installation/erection of statues / monuments on any roads in the state of A.P.,:-	G.O.Ms.No.18 TR&B (Roads-1) Department
	As per the orders of the Honourable Supreme court, no permission for installation of any statue or construction of any structure in public roads, pavements, sideways and other public utility places shall be granted	dated 18-02-2013 (2) Honourable supreme court of India in SLP © No.8519/2006 dated 18- 01-2013.
2	Annual maintenance of Estimates and entrustment of works:- The road maintenance work estimate shall be prepared package wise ie.,either sub-division / section wise as unit not exceeding Rs.50.00 lakhs to attract capable contractors for ensuring effective ordinary road maintenance and ensure pot hole free riding surface on R&B roads The estimates should be prepared strictly following the G.O.Ms.No.132 dated 22-06-2005. The proposed reaches in estimates are not covered in any other schemes ie., plan /SRP /RDF /13 th Finance	Engineer-in-Chief, Roads, Hyd., circular Memo., No.33914/2013- 14 dated 12-04-2013.
	/OPRC and the works already completed but within defect liability period etc.,	
3	Calculations of the shortest lead considering the quarries located in neighbouring districts:- Quarries located in neighboring districts (circles) which may fall nearer to the work site shall be adopted reducing considerable lead instead of limiting to quarries located in circles to arrive at the shortest leads and to certify the same specifically in the estimates.	Engineer-in-Chief, Roads, Hyd., circular Memo., No.58404/EE® / DEE3/AEE/2009 dated 29-04-2013.
4	Owning of Hot-mix Plant:- The condition of owning the Hot Mix plant with in 70 Km distance of the site of work in the qualification criteria for all the road works costing up to Rs.5.00 crores involving bituminous items of work. For the works more than Rs.5.00 crores the said condition need not be insisted upon.	G.O.Rt.No.179 Transport, Roads & Buildings (R-I) Department dated 06-02- 2014.

Sl. No	Gist of the G.Os.,/Circulars				Authority	
5	Data for common rates for barricading work (Casurina and steel barricading):-			G.O.Rt.No.410 TR&B (B.I) Department dated 09-04-2007.		
	S. No	Particulars	Rate/R.M (Rs.)			
	1	2 Tier for 2 days (with wooden barricading)	25.00 / R.M			
	2	2 Tier for 3days (with wooden barricading)	27.50 / R.M	_		
	3	2 Tier for 4days (with wooden barricading)	30.00 / R.M			
	4	3 Tier for 2days (with wooden barricading)	30.00 / R.M			
	5	3 Tier for 3days (with wooden barricading)	33.00 / R.M			
	6	3 Tier for 4days (with wooden barricading)	36.00 / R.M			
	7	2 Tier for 3days (with steel barricading)	14.00 / R.M			
6	Utilization and accounting for the NP2 and NP3 class pipes used in the diversion roads:-			Engineer-in-Chief, Admn., & Roads, Hyd., Circular Memo., No.58404/TA1/ JTO /2007 dated 20-08-2007.		
	All the pipes purchased by the department that are available in various section shall immediately be accounted for under 7 F account					
	forma etc.,	Such of the pipes taken under 7F shall be utilized for formation of diversion and construction of C.D. works etc., by issuing to the contractors duly taking proper receipts (U.S.Rs)				

Authority
G.O.Ms.No.259 TR&B (Roads.V) Department dated 06-09-2008.
Engineer-in-Chief, (R&B) Admn.,& NH Hyd., circular Memo., No.CRF/Gen/EE (CRF)/AEE2/2008-09 dated 29-04-2011.
Engineer-in-Chief(R&B) Hyd., circular Memo., No.1041/VC(2)/2005 dated 27-10-2011.

Sl.	Gist of the G.Os.,/Circulars	Authority
No 11	Scrutiny of estimates by D.A.O.,: As per para 89 of A.P.P.W. 'A' code, the Divisional Accounts Officer is the Financial Assistant & Advisor to Divisional Officer on all financial matters. All sanctions are required to pass though D.A.O., for scrutiny of financial aspects etc., The forwarding slip of Estimates & Agreements provide for scrutiny and signature of D.A.O., The matter of scrutiny of estimates at Divisional level by D.A.O., was discussed in several meetings and also during the workshop on 11-03-2004 in the Accountant-General's office. During the meeting it was decided to reiterate the instructions in manuals for strict observance. The Divisional Accounts Officer (Works) of the division should check the estimate and ensure that the provisions in the estimate are in conformity of Government instructions applicability of S.S.R., arithmetical accuracy, classification in head of account prescribed by Government necessity etc., of estimate.	Govt.,Memo.,No.3961/F 8 (1)03-9 dated 04-04- 2004 of Finance (works & Projects) Department.
12	Enhancement of fuel limits:- The fuel consumption limits to Government vehicles (R&B) Department from 160 litres per month to 250 litres per month per vehicle has been enhanced with effect from 28-11-2003. These orders shall applicable to TR&B Department only.	G.O.Ms.No.1313 TR&B (R.I) Department dated 28-11-2003.
13	Deposit works:- Not to take up the works of other Departments/ Corporations without depositing the full estimates cost (including Centage charges, VAT and all other necessary L.S. provisions) with effect from 30-07- 2011	Engineer-in-Chief (R&B) Buildings Hyderabad Circular Memo., TA7/AE4/Deposit works/9968/2011 dated 30-07-2011

Sl. No	Gist of the G.Os.,/Circulars	Authority
14	District Level committee for the demolition of old buildings of A.P. State Disaster Response and Fire services Department:-	
	For the demolition of old buildings on par with the practice being followed in the Police Department and Prisons Department vide G.O.Rt. No.98 Home (Police.A) Department dated 09-01-1989 and Memo., No.28186/Pri.B3/2004-2 dated 30-10-2004, the District Level committee consists the following members for the above purpose.	G.O.Rt.No.869 Home (Fire Services) Department dated 17- 0502012.
	 (iii) Executive Engineer (R&B) Department (iv) Executive Engineer APSPHCL., (v) District Fire Officer concerned. 	
	The committee will co-ordinate and process proposals for dismantling Fire Service Department buildings initiated by the District Fire officer and Executive Engineer, A.P. State Police Housing Corporation Limited and forward the proposals to the Government or Chief Engineer (Buildings) as the case may be as per para 235 of A.P. P.W.D code for approval as laid down in G.O.Rt.No.98 Home (Police-B) Department, dated 09-01-1989.	
15	Design Mix for execution: Necessary design mix shall be obtained before execution whenever SDBC/BC/ DBM are used as per MORTH specifications as per the recommendations of the Director General, V&E., Department	Engineer-in-Chief's Memo., No.839/VC.1/2004 dated 16-06-2012 with reference to D.G., G.A., (V&E) Dept., Vigilance report No.140(1417'V&E/E2/0 3 dated 31-12-2003.

Sl. No	Gist of the G.Os.,/Circulars			Authority
16	Adoption of Over Head charges for RUB/ROB's:- The following OH charges in the estimate for RUB/ROB's may be adopted. I. RUB's			Engineer-in-Chief's circular Memo., No.53259/DCE- I/DEE4/AEE2/2012 dated 28-11-2012.
	S.No	Item of work	OH charges to be adopted considering VAT @5%.	duted 20 11 2012.
	а	VRCC/VCC retaining wall section portions having vertical clearance up to 3.0 M	5%	
	b	VRCC/VCC retaining wall section portions having vertical clearance up above 3.0 M	20%	
	с	Formation of Approach/service/diversion roads and contingent items	5%	
	d a	For drains and CD works II ROB's:- For viaduct portion	5% 5%	
	b	Non viaduct portion:		
	(i)	VRCC/VCC Retaining walls	20%	
	(ii)	Reinforced soil walls	5%	
	с	Filling in-between reinforced soil walls/retaining walls	5%	
	d	Service roads (CC/BT roads)	5%	
	e	For drains	5%	
		III. Culverts and Minor Bridges:-		
	а	Slab culverts having vent way less than 6.0 M	5%	
	b	Minor bridges having vent way more than 6.0 M	20%	
	c	Pipe culverts with body walls	5%	
	d	For minor bridges included in road packages IV Misc., Items:-	15%	
	a	Back filling, kerbs, footpaths, railing, weep holes, painting etc., in via duct portion	20%	
	b	Misc., items under non via duct portion	5%	

Sl. No	Gist of the G.Os.,/Circula	Authority	
17	Acceptance of B.Gs by t Engineers / Executive Engineers be:- The agreement concluding auth "Accept" the original Bank guara contractors duly enfacement of on the B.G., by the compete transmitting to the Pay and Account	G.O.Ms.No.5 Finance &Plg., Dept.,dated 25- 01-1996.	
18	Adoption of Enhanced KM way taken up under APRDC (word	Govt., Memo.,	
	(a)For single lane road (b)Double lane road ©For other multilane	Rs.20,000/- Rs.25,000/- Rs.30,000/-	No.1474/Roads.IV /2/ 2008-1, dated 14-02- 2008 of TR&B Department,
	K.M rates for ordinary maint up under other than work Ban		
	a For single lane carriage way B.T. roads for all classification	Rs.20,000 per Km.,	G.O.Ms.No.132 TR&B (Roads-1) Department dated 22-06-2005.
	b For WBM/Gravel/Earthen roads of all classification of roads	Rs.6,000 per Km.,	Engineer-in-Chief (R&B) Admn., S.R, RSW & Buildings A.P., Hyderabad Circular
	c For double lane B.T., c roads and other multi- lane B.T. roads	Rs.25,000 per Km.,	Memo., No.33914/AM/ Grant/2015-16 dated 25- 05-2015.

Sl. No	Gist of the G.Os.,/Circulars	Authority
19	Level payments for the items GSB, WBM (presently WMM), BM & SDBC are dispensed with:-	Engineer-in-Chief (R&B) Hyd., circular Memo., No.58437/TAI/JTO/200 6 dated 11-04-2008.
	Payment for the items GSB,WBM(presently WMM) BM&SDBC based on level have been dispensed with. For these items payment shall be made only after completion of finished item duly measuring, length, breadth and thickness alone not to insist on levels and cross sections, as it consumes ample time as well as the quantities of various items would be paid in a systematic layer by layer system unlike earth work etc., The above orders initially applicable up to 31-12-	Lr.No.58437/EE/DEE3/ AEE/06 dated 05-01- 2013 of the Engineer-in- Chief, (R&B) roads, Hyd., addressed to the Direct of Works Accounts, Hyderabad and a copy marked to all the Superintending Engineers and Executive Engineers
	2005 vide ENC (R&B)_ Admn., NABARD Hyd., circular Memo., No.58437/TAI/TR/2004 dated 07-04- 2005 and again extended up to 30-06-2007 vide ENC (R&B) Roads, Hyd., circular Memo., No.58437/TAI/JTO/2006 dated 30-11-2006 and finally extended without time limit on 11-04-2008	
20	Operation of over-head charges & contractors profit @ 14% for all the works entrusted on nomination or tender basis in Panchayat Raj Department:- Not to operate 14% over head charges & contractor's profit for all the works eligible to be entrusted on nomination basis, whether they are to be entrusted either on nomination or tender basis.	Engineer-in-Chief, PR. Hyderabad Circular Memo., No.T1/over- head charges/2012 dated 11-10-2012.

Sl. No	Gist of the G.Os.,/Circulars	Authority
21	Powers to sanction Road Safety works:- The Govt., vested powers to sanction works pertains to road safety to be taken up under head of account 5054-03-337-GH 11-SH20-530-531 (Plan)	Govt., Memo., No.246/R-1(20/2014 dated 24-02-2014.
22	Dispensing with LOC system in respect of works under capital Heads of Account in all Departments with effect from 01-04-2014:- Payment through LOC system in respects of works taken up under Capital Heads of Account in all Departments has been dispensed with from 01-04- 2014.	1.GO.Ms.No.328Finance(W&P)department dated 08-04-2013.2.GO.Ms.No.9 Finance(W&P-F-3)departmentdated 19-08-2013.3.GO.Ms.No.70 Finance(BG-I)department dated24-03-2014.
23	 New schedule for presentation of work bills at Pay and Accounts Offices (W&P) / Asst., Pay and Accounts Offices (W&P):- i) Online transaction ID can be generated by the DDOs at any time. The transaction ID generated will be valid for two days ie., (1+1 day) up to 5-00 pm on the second day, be it a working day or a holiday. ii)Token will be issued on any working day up to 5-00 p.m. only. Hence physical bills have to be presented by the DDO well in advance to enable issue of tokens before 5-00 p. System will not permit issue of tokens before 5-00 p.m. iii)DDO is expected to enter the bill details in BMS application after passing the bill. The bills are to be sent to PAO office in the same order of transaction ID. In case a particular transaction ID is erroneously generated or the bill is not ready for presentation, the DDO has to delete the transaction ID from the list duly recording the reasons for deletion, so that token can be issued to the next transaction ID. 	G.O.Ms.No.4 Finance (Works &Projects-F3) Department dated 01-03- 2014.

Sl.	Gist of the G.Os.,	/Circulars	Authority
<u>No</u> 24	 iv) The DDO has to certificate/report in the s and the same copy should v)The following check-m EE & SE should be invari i)M.B.No., ii)Page Nos., in which che iii)Dates of check-measur iv)Value of items check-m Note:- These instructions		
25		orization for payment of Accounts Offices (W&P) / Offices (W&P):-	G.O.Ms.No.65 Finance (EBS.x-Irrg.,) department dated 10-06- 2015.
	On all the working days from 11 th to 26 th of every month keeping in view the liquidity position of the state.	All the work bills ready as on the previous day of authorization	
		is issued to para (4) of V&P)-F3) Deptt., dated 28-	

Sl.	Gist of the G.Os.,/Circulars	Authority
No 26 C r T fd a a -	ollection of restoration charges while according pad cutting permissions:- he following revised restoration charges are fixed or depositing the said charges by the Agencies before coording permission for laying OFC cables S. Nature of road surface Restoration charges No Restoration charges of earthen road formation along the road Rs.100/- RM Particle Restoration charges for earth work excavation beyond toe of road embankment Rs.10/- RM Restoration charges for ordinary road Rs.700/-RM Restoration charges of B.T. Rs.1500/- RM Rs.10/- RM Featoration charges of code code code code code code code code	Authority (1)Engineer-in-Chief (R&B) Roads & Administration circular Memo., No.13237- RC/TA-15/AEE.I/2006 dated 15-11-2006. (2)Engineer-in-Chief (R&B) Roads & Administration circular Memo., No.13237- RC/TA-15/AEE.I/2006 dated 06-03-2007.
f d "" T p b In i) th li c b ii B ii s	ollowing head of account:	

Sl. No	Gist of the G.Os.,/Circulars	Authority
	Note:-For according road cutting permissions to individuals and other departments, the restoration charges shall be collected based on detailed estimates worked out for other purpose of road cutting, other than OFC, Telephone cables.	
	The trenches opened for the purpose of laying OFC cables are filled with sand before issuing completion certificates for release of Bank Guarantees retained for the respective works	
	The road cutting deposited amounts out of savings shall be utilized for road maintenance with in their jurisdiction	 1)G.O.Ms.No.190 T(R&B) Department dated 21-02-2000 2) Chief Engineer (R&B) Roads, Circular Memo., No. Misc.,RC /TA-15 / AEE-1/2006 dated 28-09-2006.
27	Issue of Strong room fitness certificate in treasuries – Amendment to AP Treasury Code Vo.I	G.O.Ms.No.6 Finance (TFR) Department dated 21-01-2011.
	Every strong room should be inspected once in every three years by the Executive Engineer or by an experienced Assistant Engineer or upper sub-ordinate holding sub-divisional charge deputed by the Executive Engineer for the purpose and the Treasury Officer should obtain a certificate of safety from the Inspecting Officer after every three (3) years of inspection	
	These orders come in to force from 01-04-2011.	
28	Expenditure excess over original administration approval – Certain clarification – Regarding.	Govt., Memo., No.2808/F7(A1)/2013-2
	Total expenditure excluding Tender Premium and price adjustment should not exceed Administrative sanction amount while arranging payments till comprehensive orders are issued by the Government in this regard.	dated 26-11-2013 of Finance (W&P) Department.

Sl. No		Gist of the G.Os.,/	Circulars		Authority
1NO 29	Layi	ng Optical Fibre Cab	ole:-		1)G.O.Ms.No.12 dated
	Gove fibre Rura	following guide lin ernment of Andhra H cables along road/ro l areas in the State nsion.	28-07-2014 Information Technology Electronics & Communications Department (Communications wing)		
	cut p areas be k depar origin	a)The service providers shall have to restore the road cut portions themselves in the entire Urban and rural areas subject to condition that the following securities be kept by way of Bank Guarantees with the departments concerned for restoration of road to the original profile in accordance with the prescribed specifications / conditions.			2)G.O.Ms.No.20 dated 26-09-2014 Information Technology Electronics & Communications Department (Communications wing)
	Sl. No	Type of trench	Performance Rate for rural	e B.G., Rate for Urban	
	1	HDD (Horizontal Directional drilling) including Pit	Rs.50/- RM	Rs.150/- RM	
	2	Micro Trenching (MI) with self restoration	Rs.50/- RM	Rs.150/- RM	
	3	Open cut with self restoration	Rs.100/- RM	Rs.300/ RM	
	origin Engin Party depart to do satisf Assu not r be in for restor c) If meth Urba	e service providers sh nal profile to the neers of the department Quality Assurance rtment concerned. If the work as per the faction of the con- rance Agency or dam estore same, the above voked by the Department making good of ration. The service providers od and desires that th n and rural areas rtment, he shall be linges	satisfaction nt concerned Agency dep the service p e specification ncerned Eng ages the utility performance nent/local bod the damage s resorts to op e restoration shall be c	of the Q.C. and the Third loyed by the providers fails ns and to the gineer/Quality ities and does ce B.G., shall lies concerned es/defects in pen trench cut of road in the lone by the	

Sl.		Gist of the G.Os.,/Circula	ars	Authority
No	1.C.C. r 2.BT roa 3.Footpa	ads Rs.2	676/- Rmt 2068/- Rmt 726/- Rmt.	
	cess. T	oove charges are exclusiv hese charges are revised	l basing on 2014-15	
	SSR rates and the above charges will be in force until further orders. Further to avoid complications, the restoration work should be carried out entirely ie., in each department either by the Service provider or by the department concerned as the case may be.			
39	Refund of EMD/FSDs to the contractors:- Refund of deposits viz., EMDs/FSDs related to the contractors shall be done throughout the month during the financial year.			Govt., Memo., No.399- A/41/EBS.X/A1/114 dated 17-07-2014 of Finance (EBS.X) Department.
40	Fixation of schedule for presenting of work bills and other bills in P.A.O. , /Asst., Pay and Accounts Offices The Government hereby orders that, the following schedule of the bills shall be followed for presentation of bills in PAO/APAO offices by the concerned D.D.Os.,		., Pay and Accounts that, the following owed for presentation	G.O.Ms.No.153 Finance (EBS.X) Department dated 21-07-2014.
	S.No.	Category of bills	Schedule for presentation	
	1	For all utility payments pertaining to office expenditure (ie., electricity, water, telephone etc.,) obsequies charges, festival advance bills.	On all working days up to 5.00 PM	
	2	All other bills	From 5 th to 25 th of the month up to 5.00 PM	

S1.	Gist of the G.Os.,/Circulars	Authority
No 41	Deletion of clause relates to release of 2.5%	G.O.Ms.No.12 Finance
	Retention amount after completion of whole of the works against B.Gs:-	(W&P) Department dated 11-12-2013.
	The Government issued following orders to delete clause specifying substitution of retention money of 2.5% with 'on demand' Bank Guarantee.	
	a)The deletion of clause shall be applicable only for works for which the tender notices are published after the issue of the said G.O., and	
	b)In the case of Externally Aided project works, the guidelines of the Funding Agency may prevail, if they prescribe otherwise.	
42	Clarification on the following issues given by the Government of Andhra Pradesh, Panchayat Raj & Rural Development (Progs.II) Department.	G.O.Ms.No.23 Dated 11-02-2014 of Panchayat Raj & Rural Development (Progs.II)
	1)Price adjustment:- The price variation clause over and above 5% should be applied on either side (increase or decrease) and hence whenever there is decrease in price, recovery should be made from the contractor beyond 5% only similar to when there is increase in price.	Department
	2)Seigniorage charges:-	
	The Executive Engineer should ensure that the seigniorage charges are deducted only once, and there should not be any double recovery towards seigniorage charges while making payment to the contractor.	
	While scrutiny of bills before submission to PAO concerned, the Exe. Engr., should add the seigniorage charges for arriving the value of the work done and propose for deduction the same for arriving the net amount payable to the contractor, and for adjusting the seigniorage charges recovered thereby to the appropriate head by the P.A.O.,	
	Provision towards seigniorage charges may be allowed in the estimates under part-B.	

Sl. No	Gist of the G.Os.,/Circulars	Authority
110	3) VAT:- As per U.O. Note No.2447 Dated 17-08-2012 Finance Department has informed to adopt VAT at 5% in place of 4% w.e.f., 14-09-2011 for all ongoing and future works.	
	Government decided to allow provision towards VAT charges at 5% in the estimates under part-B.	
	4) Completion Report:- Decided that the final payment to the contractors should be made as per approved work done estimate by the competent authority including part-B provisions, based on M.Book measurements after proper check of quantity and quality within a reasonable time limit. The final payment of the contractor should not be delayed for want of certificate from the quality control staff as already instructed in G.OMs.No.94, dt:01.07.2003 of I&CAD Department. This is essential to discourage wanton delays, red tape and consequential ill practices in the department.	
	5) Over Head Charges:- Government have decided to allow that the over head charges @ 14% and VAT 5% is being adopted as recommended in the AP Standard data for all the works in PR Department except PMGSY works. For PMGSY works 12.5% over head charges and VAT 5% is being allowed as per MORD Specification.	
	6) Extension of Agreement Time:- Decided to delegate the powers to the Engineer-in-Chief, Panchayat Raj for grant of EOAT without penalty up to 3 months in case where there are valid reasons such as Land Acquisition problems, delay in approval of designs, Court Cases, obstruction of power lines and major natural calamities.	
	7) Income Tax:- As per the latest guidelines of the Income Tax Department, TDS rates and returns for the Assessment year 2014-15 (Financial year 2013-14) where-in as per section 194 (c) (1) payment to contractors on payment exceeding Rs.30,000/- for single payment is 1% to the individual and 2% for others.	
	Note:-These orders are applicable to Panchayat Raj Engineering department only.	

Sl.	Gist of the G.Os.,/Circulars	Authority
No		
43	Deduction of 0.385% towards insurance component from the provision of 14% towards contractor's profit and overheads:-	1) G.O.Ms. No.62 Irrigation & CAD (Reforms) Department dated 11-11-2014.
	In view of dispensing with insurance of works as per G.O.Ms.No.G.O.Ms.No.5 Finance (Works and projects F7) Department dated 05-03-2014, the following guidelines are issued by the Government. a)To deduct 0.385% towards insurance component from 14% contractor's profit and over heads provision	2)Govt., Memo., No.921/R.I(1)/2015 dated 16-04-2015 of TR&B (R.1) Department.
	and the remaining percentage provision of 13.615% to be added in the data for all the works.	
	b)To deduct an element of insurance equivalent to 0.385% from the value of the work done while admitting the bills in respect of works entrusted and the insurance coverage is not made by the agency or for the works which are in the process of entrustment.	
	c)To delete the relevant condition/clauses in the future tender schedules/agreements in respect of insurance as per the instructions vide G.O.Ms.No.61 I&CAD (P.W. Reforms) department, dated 25-06-2013.	
44	Adoption of MORTH, Government of India specifications and Data for Road and Bridge works of R&B Department with current SSR:-	G.O.Ms.No.2 TR&B (R-1) Department dated 12-01-2015.
	The Government of A.P., have ordered for adoption of Ministry of Road Transport and High ways, Government of India specifications and DATA for road and Bridge works in Roads & Buildings Department with current SSRs to facilitate speedy and quality execution of works.	
45	Precautionary/safetymeasuresduringconstruction:-The field staff shall ensure that safety measures	Engineer-in-Chief (R&B) Admn.,S.R, RSW & Buildings, circular Memo.,
	during construction are strictly complied with in accordance with the MORT&H specifications and agreement conditions which clearly specified under clauses 14, 18, 62 and 66.	No.02/201/AEE2 / DEE/MC/2007 dated 02- 02-2015.

Sl.	Gist of the G.Os.,/Circulars	Authority
No		
46	Modification orders on recovery of Seigniorage charges:-	G.O.Ms.No.77 I&CAD (P.W.Reforms) Department dated 15-04-
	The following modification orders issued to G.O.Ms.No.94 I&CAD (PW.COD) Department dated 01-07-2003 in respect of recovery of seigniorage	2006.
	charges.	
	The Seigniorage charges are to be recovered as provided in the Agreement. Any escalations in these	
	charges beyond the provisions of the agreement are to	
	be borne by the department debiting such escalated	
	amount to the works estimate concerned. This will be applicable for future agreements and with	
	prospective effect only.	
47	NAC @0.1% of the estimate cost	G.O.Ms.No.27 TR&B
	a) In all the estimates for works, L.S. provision shall	(R.III) Department dated
	be made at the rate of 0.1% of the amount of estimate as "Provision for Corpus Fund of NAC"	29-06-2015.
	b) In the tender documents, 0.1% of the value of the	
	estimate contract amount shall be shown under Part B	
	of schedule A towards towards corpus fund of NAC. c) In the Agreements, 0.1% of the contract amount	
	shall be shown under part B of Schedule-A towards	
	corpus fund of NAC	
	d) In the tender documents and agreements, a clause shall be incorporated that in each bill, 0.1% of the	
	value of the gross bill will be added to the bill amount	
	and equal amount will be deducted from the bill	
	amount creditable to corpus fund of NACe) The departmental officers while passing the bills	
	shall add 0.1% of the gross value of the bill to the bill	
	amount and deduct equal amount from the bill amount	
	creditable to corpus fund of NAC f) In respect of the bills paid by the PAOs/APAOs, the	
	amount so deducted shall be credited to the Bank	
	Account No.`110310100028836 and IFSC No.	
	ANDB0001103 with Andhra Bank, A.P.Secretariat Branch, Hyderabad.	
	g) In respects of Bills paid by the Executive	
	Engineers, the amount so deducted shall be sent by	
	D.D., drawn on any Nationalized/Scheduled Bank in	
	favour of Director-General, NAC These orders are applicable for all works	
	sanctioned by all Engineering departments of	
	Govt., and Corporations and come into force with	
	immediate effect.	

Sl.	Gist of the G.Os.,/Circulars	Authority
No		
48	Treatment of Price adjustment – Clarification –	G.O.Ms.No.67 TR&B
	Regarding:-	(R-1) Department dated
		27-11-2015.
	Treatment of Price Adjustment mentioned in point	
	No.9 of para (2) of G.O.Ms.No.1, Finance (W&P-F7)	
	department dated 25-02-2012 ie., the price variation	
	clause applies to both decrease and increase	
	whenever variation is more than 5%.	